

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



तीस्ता-V पावर स्टेशन  
Teesta-V Power Station, Balutar  
निविदा प्रपत्र  
TENDER DOCUMENT

कार्य का नाम :	Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station.
Name of Work :	Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station.
अनुमानित लागत :	Rs. 33,39,400/-
Estimated Cost:	Rs. 33,39,400/-
धरोहर राशि:	Rs. 67,000/-
Earnest Money:	Rs. 67,000/-
कार्य पूरा करने की अवधि :	120 दिन
Completion Time	120 Days

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

ठेकेदार के हस्ताक्षर  
Signature of Contractor

टिप्पणी: इस निविदा प्रपत्र में कानूनी विवचेना के प्रयोजन से अंग्रेजी रूपांतरण विधिमान्य होगा।  
Note: For legal interpretation English version shall hold good in this tender document.

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# अनुभाग-I Section-I

## ई-निविदा आमंत्रण सूचना NOTICE INVITING E-TENDER



एनएचपीसी लिमिटेड  
NHPC LIMITED

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

तीस्ता V पावर स्टेशन

Teesta V Power Station

सिंगतम, पूर्वी सिक्किम - 737134

Singtam, East Sikkim- 737134...



आइ एम एस प्रमाणित पावर स्टेशन  
IMS certified Power Station

दूरभाष/Ph: 03592-247349

फैक्स/Fax: 03592-247227/349

Email: teestav-contract@nhpc.nic.in

No. NH/TSV/CONT/MC-149/NIT-967/2024-25/305

Dated : 07/11/2024

### Notice Inviting E-Tender (Open)-English version

1. Online electronic "**Item Rate**" bids are invited through **Domestic Competitive Bidding in Single Stage-Two Part Bidding** Basis {i.e. Part-I (Cover-I): Technical- Bid and Part-II (Cover-II): Financial Bid} for and on behalf of NHPC Ltd. (A Govt. of India Enterprise) from eligible **sole bidders** for the work of "**Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station**".

#### The brief details of the tender are as under: -

A. Brief details of the tender:		
Sl. No.	Item	Description
i)	Mode of tendering	e-Procurement System
		Cover-I: Online Techno-Commercial Bid
		Cover-II: Price Bid
ii)	Tender ID No.	2024_NHPC_834036_1
iii)	Tender reference No.	NH/TSV/CONT/MC-149/NIT-967/2024-25/305 Dated: 07/11/2024
iv)	Cost of bid document	Rs. 590/- including GST @18% in the form of Crossed Demand Draft in favour of "NHPC Limited" payable at Singtam, East Sikkim.
v)	Bid Security (EMD)	Rs. 67,000/- (Rupees Sixty Seven Thousand Only) in the form of Crossed Draft/BG/ Insurance Surety Bond in favour of "NHPC Limited" payable at Singtam, East Sikkim. The firm is exempted from furnishing the EMD if registered as per ITB clause 13.8
vi)	Period of Bid Validity	120 days
vii)	Estimated Cost	Rs. 33,39,400/-
viii)	Completion Period	120 Days
ix)	Tender inviting Authority	Dy. General Manager (Elect.) Contract Division, Teesta-V Power Station, Balutar, Singtam, Distt : East Sikkim-737134 E-mail: teestav-contract@nhpc.nic.in
B. Critical dates of tender:		

x)	Publishing Date & Time	07/11/2024 at 16:00 Hrs
xi)	Document Download Start Date & Time	07/11/2024 at 16:00 Hrs
xii)	Pre bid meeting Date & Time	Not Applicable
xiii)	Last date of Receipt of clarification of Bid	14/11/2024 at 14:30 Hrs
xiv)	Bid Submission Start Date & Time	07/11/2024 at 16:00 Hrs
xv)	Online Bid Submission Closing Date & Time	22/11/2024 at 17:30 Hrs
xvii)	Offline submission closing (address, date & time)	Address 1: Dy. General Manager (Elect.), Procurement & Contract Division, Teesta-V Power Station, Balutar, Singtam, Distt : East Sikkim-737134 26/11/2024 at 16:30 Hrs
xviii)	Online Bid Opening of Technical Bid (Cover-I)	Venue: Contract Division, Teesta V Power Station, Balutar Date: <b>29/11/2024</b> Time: 16:00 Hours
xix)	Price bid Opening (Cover-II)	Venue- Procurement & Contract Division, Teesta-V Power Station, Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive
xx)	Date & Time of Start of e-Reverse Auction (if applicable)	Not Applicable

1.1 Complete Bid Document /Tender Document can be viewed and down loaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website [www.nhpcindia.com](http://www.nhpcindia.com) and CPP Portal. Any Bidder who wishes to quote for this Tender can download the Tender Document from aforesaid portal after online Bidder registration for e-tendering.

## 2. Eligible Bidders

### 2.1 This Invitation for Bid is open to:

- a) The bidders who are incorporated legal entity and are legally and financially autonomous and operate under commercial law of their respective jurisdiction.
- b) All bidders meeting the Qualification criteria as defined in clause 3.
- c) Bidder shall be Class-I Local Supplier under Public Procurement (Preference to Make in India), Order-2017 issued by the Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 or as amended from time to time. Bidders shall submit undertaking/self-certificate regarding Local content in the format provided. Bidder shall also give details of the location(s) at which the local value addition is made. Public Procurement (Preferences to Make in India) Policy (including its latest modifications / amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the Public Procurement (Preferences to Make in India) policy available on concerned ministry website.
- d) Bidder shall comply with the provisions of “Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017” issued by Department of Expenditure, Ministry of Finance dated 23.07.2020 and subsequent amendments.

### 2.2 Bidders shall not be under declaration of ineligibility for banning / delisting / blacklisting / debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact at the time of submitting the bid and shall intimate immediately of any such banning / delisting / blacklisting / debarring after submission of bid till award of tender. Self-Declaration in this regard is to be submitted as per the enclosed proforma (Forms-6-, Section-III).

### 2.3 The Bidders whose contract(s) have been terminated due to unsatisfactory performance by employer in past, shall not be allowed to participate in the bidding process till completion of the ineligibility period. .

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

## 3. Qualification of the Bidder

### 3.1 All bidders shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder. Additional information as sought in the Form-1 General Information, Section-III shall be provided;

- b) Work experience to demonstrate meeting the criteria stipulated in clause 3.2 A (b) shall be provided in Form -3 work experiences record, Section-III. The work experience shown shall be supported with certificate(s) from the Engineer-in-charge/Project head of the concerned work. In case of experience certificates produced by the contractors for having executed works for Private Organizations, TDS Certificates / Form 26AS / Annual Information Statement (AIS) shall also be produced along with experience certificate.
- c) Information on financial criteria stipulated in clause 3.2A (a) shall be furnished in Form - 4, Annual turnover, Section-III. Copy of affidavit/Certificate of CA mentioning Annual Turnover of last 3 (three) years (Ending on 31<sup>st</sup> March of F.Y. 2022-23). Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years shall be submitted to ascertain bidder's meeting the financial criteria. The CA Certificate should have the Unique Document Identification Number (UDIN) as per Gazette Notification No. 1-CA(7)/192/2019 dated 02.08.2019.
- d) ~~The proposed methodology (Schedule G in separate sheets) and programme of construction (in Schedule E), backed with equipment planning and deployment (in Schedule F), duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.~~

*Note:- Schedule E, F, G can be deleted by projects for small value of works and depending upon the nature of works.*

3.2 A To qualify for award of the Contract, each bidder should have:

- a) Achieved in any one year in last three year (Ending on 31<sup>st</sup> March of F.Y. 2022-23) a minimum Annual turnover of at least equivalent to the estimated cost of works for which bid has been invited.
- b) Satisfactorily completed, in last seven years ending on last day of month previous to one in which applications are invited, at least one similar work costing not less than the amount equal to 80% of the estimated cost of work or two similar works costing not less than the amount equal to 50% of estimated cost of work or three similar works not less than the amount equal to 40% of the estimated cost of works.

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

~~The similarity of work shall be pre-defined based on the physical size, complexity, methods/ technology and/ or other characteristics described, and scope of works.~~

***Self attested copies of relevant documents such as ‘Letter of Award’ and ‘Completion certificate (with mentioning date of completion and total work executed amount)’ should be submitted by the bidders in this regard.***

***Definition of similar work means “Manufacturing of MIV servomotor/hydraulic cylinder or repair of servomotor / hydraulic cylinder involving chromium plating in piston rod, manufacturing / repairing of piston cylinder / hydraulic cylinder etc.”.***

3.2 B Each bidder must also submit with their Bid:

- i) Copies of PAN, GST Registration No., EPF Registration No. and ESIC Registration No.
- ii) A declaration that the information furnished with the bid documents is correct in all respects in form-5, form of declaration, Section-III.
- iii) Such other certificates if any as defined in the ITB.
- iv) A certificate on letter pad shall be submitted by the bidder to the effect that the contractor shall not assign, sub-let or sub-contract all or any part of its rights, liabilities, or obligations to be performed without NHPC’s prior written permission.

3.2 C To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents in clauses 3.1 and 3.2(A) & (B) shall make the bid non-responsive.

3.2 D JVs or any other arrangement other than sole bidder is not allowed. Experience and resources of proposed sub-contractor, if any shall not be taken into account in determining the bidder’s compliance with the qualifying criteria. However, experience of bidder as sub-contractor approved by Project developer shall be considered. ~~Experience of bidders as member of Consortium/Joint Venture shall be considered as per distribution of work against the member of the Consortium/Joint Venture. In case where distribution of Consortium/JV members is not specified in Consortium/JV agreement then the experience credential shall be considered for all members of JV with minimum 35% participation share.~~

3.2 E ~~All Startups (whether MSEs or otherwise) registered for similar nature of work falling within the definition as per Gazette notification GSR 127(E) dated 19.02.2019 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover as per para 3.2 A subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Startups in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments, etc.~~

### 3.2 F Insolvency

The Bidder against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016 or as amended from time to time shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/ Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time (IBC 2016 hereafter).

In case, bidder in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking that “no insolvency proceedings is admitted by the Adjudicating Authority against bidder under the IBC 2016” shall be submitted on letter head duly signed by the authorized representative of bidder [As per Form-10 of Section-III of Tender Documents].

Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of the Bid Document.

**3.2G** Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

### 3.3 Disqualification:

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i). made misleading or false representations in the forms, statements, affidavits, declarations and attachments submitted in proof of the qualification requirements; and/or,
- (ii). participated in the previous bidding for the same work & found L-1 and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer,
- (iii). The Bidders whose contract(s) have been terminated due to unsatisfactory performance by employer in past, shall not be allowed to participate in the bidding process till completion of the ineligibility period. In such case the bid shall be considered as non responsive.

**4.0 Time for Completion**

The successful bidder shall complete the entire work within the time specified at SI no. -1, to be reckoned from the date of issue of Letter of Acceptance issued by the Employer.

**5.0** Tenders must be accompanied by the earnest money of the amount specified for the work in the table.

**6.0 Pre-Bid Meeting**

~~a) If required, a Pre Bid meeting open to all the prospective Bidder(s) will be held at venue, date and time as per SI. No. 1 wherein they shall be given an opportunity to obtain clarifications, if any, regarding the work and Bid conditions.~~

~~b) Prospective Bidder(s) may submit their queries, if any, by email / courier / at address stated at Para 1(A)(ix) of NIT at least 03 days before the pre Bid meeting so that the same can be replied during the meeting.~~

**7.0 Bid submission**

i) Online Bid Submission – Technical Bid (Cover-I) (Refer Section- II i.e. ITB) and Price Bid (Cover-II) electronic format) complete in all respect must be uploaded at the aforesaid portal before the specified date & time as per SI. No. 1.

ii) Offline Bid Submission (Refer Section- II i.e ITB) complete in all respect must be delivered in sealed envelopes to the address, up to the specified date & time as per SI. No. 1

In the event of the specified date or amendment if any for the submission of bids being declared a holiday for the Employer, the hard copy of the documents will be received up to the specified time on the next working day. Similarly, in the event of the specified date or amendment if any for the opening of bids being declared a holiday for the Employer, the opening shall be carried out at the specified time on the next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amendment if any.

**8.0** The currency for the Bid shall be Indian Rupee only.

**9.0** Bids shall be valid for a period as mentioned in SI no. 1 after the deadline for Bid submission. If any Bidder withdraws his Bid before the said period or makes any modification in his Bid, the Earnest Money deposit of the Bidder shall be forfeited. Prior to the expiry of bid validity period, Employer may request Bidders to extend the Bid validity period. The request and the response shall be made in writing. An extension of the bid validity period will not entitle a Bidder to modify its Bid. In case Bidder fails to extend the bid validity upon employer's request, the corresponding Bid shall be rejected as being non-responsive.

**10.0** The Techno-commercial Bid shall be opened online at venue date & time as per SI. No.-1. The time and date of opening of Financial Bid of bidders qualified the technical bid shall be communicated through portal at later date after evaluations of technical bids. The Employer/Tender inviting Authority at his discretion may open Technical and Financial Bid simultaneously and evaluate the Bid completely.

**11.0** The Employer may impose certain restrictions on the foreign companies participating in any form and their employees in view of the National Security, in the Project situated in the sensitive region and border areas. The Employer shall obtain clearance of Govt. of India regarding security implications prior to qualification of such company. Further, bidders from

- countries which share land border with India shall comply with Department of Expenditure, Ministry of Finance, GoI, OM No. F.No. 6/18/2019/PPD dt. 23.07.2020 & 24.07.2020.
- 12.0** Any corrigendum, subsequent amendments and / or extension of date, if any, for submission of Bids shall be posted on the portal <https://eprocure.gov.in/eprocure/app>. Bidder(s) are advised to visit the portal regularly before the deadline for submission of Bids.
- 13.0** The employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidder(s). However, the Bidder(s) who wish to seek reasons for such decision of cancellation/rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.
- 14.0** In case of any difference between wordings of English and Hindi, version of 'Notice Inviting Tender', English version shall prevail.
- 15.0** All offline documents shall reach in the office of Dy. General Manager (Elect.), Contract Division, Teesta -V Power Station, NHPC Ltd., Balutar, PO- Singtam, East Sikkim, Pin : 737134 latest by **26/11/2024 at 16:30 Hrs.** No reliable courier service is available in the Balutar area. Bidders are advised to send their offline bids through speed post/registered post well in advance to avoid any postal delay. Any query regarding non-receipt/late receipt or loss in transit of tender shall not be entertained & shall be dealt with various provisions contained in tender document.
- 16.0 COURT OF COMPETENT JURISDICTION:** Any legal action taken or proceeding initiated on any of the terms of the contract shall be only in the jurisdiction of Hon'ble High Court of Sikkim.

**(For & on behalf of NHPC Ltd.)**

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

## SECTION II

### INSTRUCTIONS TO BIDDERS (ITB), BIDDING DATA

AND

### INFORMATION FOR BIDDERS (IFB)

## Section II: Bidding Data and Instructions to Bidders

### Bidding Data

#### Instructions to Bidders

<p><b>Clause</b></p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p>	<p><b>A. General</b></p> <p>Scope of Bid</p> <p>Eligible Bidders</p> <p>Qualification of the Bidder</p> <p>Cost of Bidding</p> <p>Site Visit</p> <p><b>B. Bidding Documents and Evaluation</b></p> <p>Content of Bidding Documents</p> <p>Clarification of Bidding Documents and Pre Bid Meeting</p> <p>Amendment to Bidding Documents</p> <p><b>C. Preparation of Bids</b></p> <p>Language of Bid</p> <p>Bid Prices</p> <p>Currencies of Bid and Payment</p> <p>Bid Validity</p> <p>Earnest Money</p> <p>Alternative Proposals by Bidders</p> <p><b>D. Submission of Bids</b></p> <p>Submission of Bids</p>	<p>16</p> <p>17</p> <p>18</p> <p><b>E. Bid Opening and Evaluation</b></p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p><b>F. Award of Contract</b></p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p>	<p>Deadline for Submission of Bids</p> <p>Late Bids</p> <p>Modification and withdrawal of Bids</p> <p>Bid Opening</p> <p>Process to be Confidential</p> <p>Examination of bids and Determination of Responsiveness</p> <p>Evaluation and Comparison of Bids</p> <p>Preference for Domestic Bidders</p> <p>Award Criteria</p> <p>Employer's Right to Accept any Bid And to Reject any or all Bids</p> <p>Notification of Award and Signing of Agreement</p> <p>Performance Security Deposit</p> <p>Advances</p> <p>Corrupt or Fraudulent Practices</p> <p>General</p>
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**Bidding Data**

Sl. No.	Ref. Clause	Description	Particulars
1	1	Name of Work:	Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station.
2	2.4	Name of IEM	Not Applicable
3	7.0	Pre-Bid Meeting: Venue ,Date & Time	Not required
4	12	Bid Validity	120 Days
5	13	Earnest Money Deposit:	₹ 67,000/- (Rupees Sixty Seven Thousand Only) in the form of Crossed Draft/ BG / Insurance Surety Bond in favour of "NHPC Limited" payable at Singtam, East Sikkim. The firm is exempted from furnishing the EMD if registered as per ITB clause 13.7(ii)
6	16	Deadline for online Submission of Bids :	Date: 22/11/2024 Time: 17:30 Hours
7	16	Deadline for offline submissions of Bids:	Venue 1: Dy. General Manager (Elect.), Contract Division, Teesta V Power Station, Balutar, PO-Singtam, East Sikkim-737134. Date: 26/11/2024 Time: 16:30 Hours
8	19	Time and Date for opening Technical Bid/Bids:	Venue: Contract Division, Teesta V Power Station, Balutar Date: 29/11/2024 Time: 16:00 Hours
9	19	Time and Date of opening Financial Bid/Bids:	Shall be intimated separately to Bidders whose Bid found to be Technically responsive.
10	26	Copies of Agreement to be provided by Contractor free of Charge	Original- three ( two for employer and one for contractor)  True copies :- 04

## Section-II Instructions to Bidders (ITB)

### A. General

#### 1. Scope of Bid

- 1.1** The NHPC Ltd. Hereinafter referred to as Employer invites bids for the construction of Works, as described in these documents and referred to as “**Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station**”. The name and identification number of the works is provided in the NIT/Bidding Data
- 1.2** The successful Bidder will be required to complete the Works in the Time allowed for Completion specified in the **Schedule D** in accordance with Conditions of Contract.
- 1.3** Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

#### 2. Eligible Bidders

##### 2.1 This Invitation for Bid is open to:

- The bidders who are incorporated legal entity may only participate in the bidding process if they are legally and financially autonomous and operate under commercial law of their respective jurisdiction.
- All bidders meeting the Qualification criteria as defined in clause 3.
- Bidder shall be Class-I Local Supplier under Public Procurement (Preference to Make in India), Order-2017 issued by the Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 or as amended from time to time. Bidders shall submit self-certification that the item offered meets the local content requirement for 'Class-I local supplier in the format provided under Tender Form-11.
- Bidder shall comply with the provisions of “Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017” issued by Department of Expenditure, Ministry of Finance dated 23.07.2020 and subsequent amendments.

##### 2.2 Bidders shall not be under declaration of ineligibility for banning / delisting / blacklisting / debarment from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact at the time of submitting the bid and shall intimate immediately of any such banning / delisting / blacklisting / debarring after submission of bid till award of tender. Self-Declaration in this regard is to be submitted as per the enclosed proforma (Form-6-, Section-III).

##### 2.3 the Bidders whose contract(s) have been terminated due to unsatisfactory performance by employer in the past, shall not be allowed to participate in the bidding process till completion of the ineligibility period .

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

### 3. Qualification of the Bidder

3.1 All bidders shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder. Additional information as sought in the Form-1 General Information, Section-III shall be provided;
- (b) Work experience to demonstrate meeting the criteria stipulated in NIT shall be provided in Form -3 work experiences record, Section-III. Any work experience (not specified in Form-3) claimed afterwards during clarification shall not be considered for evaluation. The work experience shown shall be supported with certificate(s) from the Engineer-in-charge/Project head of the concerned work. In case of experience certificates produced by the contractors for having executed works for Private Organizations, TDS Certificates / Form 26AS / Annual Information Statement (AIS) shall also be produced along with experience certificate.
- (c) Information on financial criteria stipulated in NIT shall be furnished in Form -4, Annual turnover, Section-III. Copy of affidavit/Certificate of CA mentioning Financial Turnover of last 3 (three) years Ending on 31<sup>st</sup> March of F.Y. 2022-23. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years shall be submitted to ascertain bidder's meeting the financial criteria. The CA Certificate should have the Unique Document Identification Number (UDIN) as per Gazette Notification No. 1-CA(7)/192/2019 dated 02.08.2019.
- ~~(d) The proposed methodology ((Schedule G in separate sheets) and programme of construction (in Schedule E), backed with equipment planning and deployment (in Schedule F), duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.~~

~~Note: Schedule E, F, G can be deleted by projects for small value of works and depending upon the nature of works.~~

3.2 A To qualify for award of the Contract, each bidder should have:

- a) Achieved in any one year in last three year (Ending on 31<sup>st</sup> March of F.Y. 2022-23) a minimum Annual turnover of at least equivalent to the estimated cost of works for which bid has been invited.
- c) Satisfactorily completed, in last seven years ending on last day of month previous to one in which applications are invited, at least one similar work costing not less than the amount equal to 80% of the estimated cost of work or two similar works costing not less than the amount equal to 50% of estimated cost of work or three similar works not less than the amount equal to 40% of the estimated cost of works.

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

The similarity of work shall be pre defined based on the physical size, complexity, methods/ technology and/ or other characteristics described, and scope of works.

***Self attested copies of relevant documents such as 'Letter of Award' and 'Completion certificate (with mentioning date of completion and total work executed amount)' should be submitted by the bidders in this regard.***

**Definition of similar work means "Manufacturing of MIV servomotor/hydraulic cylinder or repair of servomotor / hydraulic cylinder involving chromium plating in piston rod, manufacturing / repairing of piston cylinder / hydraulic cylinder etc."**

3.2 B Each bidder must also submit with their Bid:

- i) Copies of PAN, GST Registration No., EPF Registration No. and ESIC Registration No. (~~As applicable~~).
- ii) A declaration that the information furnished with the bid documents is correct in all respects in form-5, form of declaration, Section-III.
- iii) Such other certificates if any as defined in the ITB.
- iv) A certificate on letter pad shall be submitted by the bidder to the effect that the contractor shall not assign, sub-let or sub-contract all or any part of its rights, liabilities, or obligations to be performed without NHPC's prior written permission.

3.2 C To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents in clauses 3.1 and 3.2(A) & (B) shall make the bid non-responsive.

3.2 D JVs or any other arrangement other than sole bidder is not allowed. Experience and resources of proposed sub-contractor, if any shall not be taken into account in determining the bidder's compliance with the qualifying criteria. However, experience of bidder as sub- contractor approved by Project developer shall be considered. ~~Experience of bidders as member of Consortium/Joint Venture shall be considered as per distribution of work against the member of the Consortium/Joint Venture. In case where distribution of Consortium/JV members is not specified in Consortium/JV agreement then the experience credential shall be considered for all members of JV with minimum 35% participation share.~~

3.2 E ~~All Startups (whether MSEs or otherwise) registered for similar nature of work falling within the definition as per Gazette notification GSR 127(E) dated 19.02.2019 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover as per para 3.2 A subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Startups in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments, etc.~~

### 3.2 F Insolvency

The Bidder against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016 or as amended from time to time shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/ Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time (IBC 2016 hereafter).

In case, bidder in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking that “no insolvency proceedings is admitted by the Adjudicating Authority against bidder under the IBC 2016” shall be submitted on letter head duly signed by the authorized representative of bidder [As per Form-10 of Section-III of Tender Documents].

Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of the Bid Document.

**3.2G** Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

### 3.3 Disqualification:

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i). made misleading or false representations in the forms, statements, affidavits, declarations and attachments submitted in proof of the qualification requirements; and/or,
- (ii). participated in the previous bidding for the same work & found L-1 and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer,
- (iii). The Bidders whose contract(s) have been terminated due to unsatisfactory performance by employer in past, shall not be allowed to participate in the bidding process till completion of the ineligibility period. In such case the bid shall be considered as non responsive.

### 4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs, regardless of the outcome of the Bidding process.

### 5. Site Visit

- 5.1 The tenderers, in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their tender, in respect of the site conditions including but not restricted to the following which may influence or affect the work or cost thereof under the Contract:
- a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by them in connection with the works;
  - b) Requirement and availability of land and other facilities for their enabling works, colonies, stores and workshops etc.;
  - c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
  - d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un- skilled), required for work and Laws and Regulations governing their use and employment;
  - e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work;
  - f) The limit and extent of surface and sub-surface water to be encountered during the performance of the work and the requirement of drainage and pumping;
  - g) The type of equipment and facilities needed, preliminary to, for and in the performance of the work; and
  - h) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
- 5.2 The tenderers should note that information, if any, in regard to the site and local conditions, in these tender documents, except for the material agreed to be supplied by the Employer, has been given merely to assist the tenderers and is not warranted to be complete.
- 5.3 The tenderers should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.
- 5.4 The Bidders should note and bear in mind that the cost of visiting the site shall be at the Bidder's own expenses. The confirmation of the site visit by the bidder shall be submitted as per Schedule H Section IV.
- 5.5 Contact detail for site visit and related queries is : Sh. Th. Tuankhanlal, SM (E), PHMMD Division, NHPC Ltd., Teesta-V, Mobile No.: +91-9612001728.

## ***B. Bidding Documents and Evaluation***

### **6. Content of Bidding Documents**

6.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 8 of ITB.

Section I	Notice Inviting E-Tender
Section II	Instructions to Bidders(ITB), Bidding Data and Information for Bidders(IFB)

Section III	Tender Form, Form of declaration and Qualification Information
Section IV	General Conditions of Contract (GCC) and Schedules
Section V	Forms
Section VI	Special Conditions of Contract(SCC)
Section VII	Schedule of Quantities and Prices
Section VIII	Technical Specifications (TS) and Safety Manual
Section IX	Drawings

6.2 The bidder is expected to examine carefully all instructions, Forms, Schedules of Quantities and Price, qualification information and other schedules, General and Special conditions of contract, specifications, and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 21 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

## 7. Clarification of Bidding Documents ~~and Pre-bid Meeting~~

7.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail at the address indicated in the Bidding Data. The Employer will respond to such requests for clarification which are received 3 days prior to the pre-bid meeting or 10 days from the date of issue of NIT. Any clarification requiring an amendment to the Bidding Documents shall be issued as Addenda as per the Clause 8. Employer's response (including an explanation of the inquiry, but without identifying its source ) will be uploaded on portal <https://eprocure.gov.in/eprocure/app> at least 10 days prior to the deadline for submission of bids, where the bidder can see clarification/reply to query/ amendment to the Bidding Documents, if any. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.

~~7.2.1 Pre-bid conference will be held at venue, date & time mention in NIT/Bidding Data where intending bidders may obtain necessary clarifications to their queries, if any, from Employer. All such queries seeking clarification on the bid documents shall be made in writing or by e-mail to Tender Inviting Authority at the address indicated in the Bidding Data so as to reach the Employer not later than 3 days before the pre-Bid meeting so that the same can be replied during the meeting.~~

~~7.2.2 The prospective bidder or his authorized representative may attend the pre-bid meeting as indicated above. The purpose of the meeting will be to clarify issues and to answer questions on any matter related to the bid that may be raised at that stage.~~

~~7.2.3 Any modifications in the Tender documents listed in Clause 6.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 8 of ITB.~~

~~7.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.~~

## 8. Amendment to Bidding Documents

- 8.1 Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.
- 8.2 In case the Schedule of Quantities and Price (Schedule–A) is revised through corrigendum/addendum, in such a case submission of revised financial bid will become mandatory, and the financial bid submitted earlier (i.e before corrigendum) will become invalid.
- 8.3 Any addendum/corrigenda issued prior to submission of bids would be put up on the CPP portal <https://eprocure.gov.in/eprocure/appas> well as NHPC website [www.nhpcindia.com](http://www.nhpcindia.com). Any addenda/corrigenda/clarifications thus issued shall be part of the bidding documents. The prospective bidders have to check aforesaid portal for any amendment/corrigenda/clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/corrigenda/clarifications published on the website and have submitted their bids accordingly.
- 8.4 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 16 of ITB.

### **C. Preparation of Bids**

#### **9. Language of Bid**

All documents relating to the Bid shall be in English language.

#### **10. Bid Prices**

10.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the Schedule of Quantities and Prices submitted by the Bidder.

10.2 The Bidder shall adopt the Item rate method or Percentage Rate Method for Price Bids as specified in Schedule D.

**Item rate method** requires the bidder to quote rates and prices for all items of the Works described in the Schedule of Quantities and Prices. The item for which no rate or price or zero is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Schedule of Quantities and Prices.

~~**Percentage Rate Method** requires the bidder to quote a percentage above / below / at par of the rates specified in the Schedule of Quantities and Prices prepared on the basis of Project Schedule of Rates.~~

10.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, as applicable 28 days prior to deadline for submission of Bid, shall be included in the rates, prices, and total Bid price submitted by the Bidder. All applicable taxes / duties including GST as applicable and assessed 28 days prior to bid submission date on the Employer shall also be included in the final bid prices, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer. Employer will not entertain any claim whatsoever on this account.

All the bidders should ensure that they are GST compliant and their quoted tax structure /rates are as per GST Law. As per the GST Act the bid must show the GST Tax Rates and GST Amount explicitly.. The bidder has to declare the applicable/considered GST Tax structure in 'Letter of Tender Form' (Form-2)

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

~~10.4 The rates and prices quoted by the Bidder shall be subject to price adjustment as per the formula provided in the clause 46 of General Conditions of Contract.~~

## 11. Currencies of Bid

The rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

## 12. Bid Validity

12.1 Bids shall remain valid for a period as mention in NIT/Bidding data, after the deadline date for online bid submission specified in Clause 16 of ITB or amendment thereof.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' response shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 14 of ITB in all respects.

## 13. Earnest Money Deposit (EMD)

13.1 The Bidder shall furnish, as part of the Bid, Earnest Money, for the amount specified in the NIT/Bidding data either in the form of Demand draft in favour of "**NHPC Limited**" payable at place mentioned in NIT/Bidding data (**Singtam, East Sikkim**) or irrevocable Bank Guarantee valid for a period of 90 days beyond the validity period of the bid issued by any Indian Nationalised Bank/Scheduled Commercial Bank in the prescribed format (Forms of Bank Guarantees) or irrevocable Insurance Surety Bond valid for a period of 90 days beyond the validity period of the bid issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in the prescribed format (Form of Insurance Surety Bond). Earnest Money if submitted by the Bidder in the form of Bank Guarantee / Insurance Surety Bond, the original Bank Guarantee / Insurance Surety Bond shall be submitted along with the bid. However, the issuing Bank / Insurance Company shall submit an unstamped duplicate copy of Bank Guarantees / Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

However, in case Earnest Money has been submitted by the bidder in the form of Demand draft, the information relating to particulars of the bidders bank shall be submitted by the bidder along with the bid in the ECS Form at Section-V. The Earnest Money of unsuccessful bidders shall be remitted

by the Employer in the above account through ECS mode, the Earnest Money submitted in the shape of Bank Guarantee / Insurance Surety Bond shall be returned in original by speed post.

13.2 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Employer as non-responsive. However, the bidders recognized as startup for the works covered under the tender by The Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security/Earnest Money Deposit, such bidders shall require to submit notarised copy of valid certificate of recognition for the works covered under the tender issued by the DIPP.

13.3 The Earnest Money of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Earnest Money of unsuccessful bidders will be returned within 15 days of opening of price bids.

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

13.5 The Earnest Money may be forfeited:

- a) if the Bidder withdraw or modify/revise the bid in the interval between the Bid submission deadline and the expiration of the Bid validity period ; or
- b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practice(s) or defaults under Integrity Pact: or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. sign the Agreement; and/or
  - ii. Furnish the required Performance Security Deposit.

13.6 Interest or any other charges, whatsoever, will not be payable by the Employer on the Earnest Money Deposit.

13.7 Bidder shall communicate the following bank details of **NHPC Ltd.** to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

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

Account No. : **00000010779994207.**

IFSC Code: **SBIN0007515.**

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

***Bidder is required to submit the SFMS receipt issued by the bank along with its bid for BG Confirmation.***

#### **14. Alternative Proposals by Bidders**

Bidder(s) shall submit offers that comply with the requirements of the bidding documents, including the Schedule of Quantities and Price, and the basic technical design as indicated in the drawings and specifications. Further, failure to furnish all information required by the Bid Document or submission of incomplete offers, conditional Bid and proposals containing deviations from the Bid Document shall be rejected as non-responsive.

#### ***D. Submission of Bids***

#### **15. Submission of Bids**

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Employer in any circumstances. In case of Pre-bid meeting to be held as per clause 7.0 of ITB, the start date of submission of bids and the deadline for submission of bids is indicated in Bidding Data/NIT.

### 15.1 Online Submission:

**15.1.1 Cover –I:** This shall be named “Technical Bid”. No bid price related information shall be mentioned in the Technical Bid. Techno-commercial Bid shall comprise;

- i). Dully filed Letter of Tender (Form- 2) (without indicating the quoted price)
- ii). Scanned copy of DD towards cost of Tender fee.
- iii). Scanned copy of DD/Bank Guarantee / Insurance Surety Bond / Start-ups certificate towards Earnest Money Deposit (EMD) **as per ITB Clause 13.**
- iv). Duly filled General Information (Form-1),and Scanned copies of original documents defining the constitution or legal status, Memorandum of Understanding/ Articles of Association, place of registration, and principal place of business; notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executants to execute the same;
- v). Duly filled Form of Declaration (Form-5)
- vi). Duly filled Declaration of Ineligibility (Form- 6)
- vii). Scanned copy of PAN No.
- viii). Scanned copy of GST Registration No.
- ix). Scanned copy of EPF Registration No. & ESIC Registration No. ~~(As applicable).~~
- x). Detail(s) of Work Experience (Duly filled in Form -3) supported with scanned copies of documentary evidence.
- xi). Scanned copies of Annual Turnover in (Duly filled in Form–4) (Copy of affidavit/Certificate of CA mentioning Annual Turnover of last 3 (three) years, Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years.)
- xii). The proposed methodology (in separate sheets), Schedule F & G.
- xiii). Scanned copy of duly signed Integrity Pact as per Clause 2.4 of ITB (If applicable)
- xiv). Form-11.....
- xv). Form-12.....
- xvi). Such other certificates/documents as defined in the ITB.

**15.1.2 Cover-II:** It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantities and Prices (Schedule A).

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

15.1.3 ~~Submission of revised financial bid will be mandatory, in case the same is desired by Employer through corrigendum/addenda. In such a case the financial bid submitted earlier will become invalid.~~

## 15.2 Offline Submission:

Bidder shall be submit the hard copy(ies) of documents as mention at sub para 15.2.1 in (one) sealed envelope, which must be either delivered by hand or by registered mail, and submitted by the date and time as specified in NIT/Bidding data. The envelope received late or after the prescribed due date and time will not be entertained. NHPC will not be responsible for any postal delay.

15.2.1 The sealed Envelope containing hard copy of documents shall be marked as “Hard copies of documents” for “**Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station**”:

- i). Cost of Tender Documents (in original) of **Rs. 590/-** (including GST).
- ii). Demand draft/BG / Insurance Surety Bond (in original) towards Earnest Money Deposit of **Rs. 67,000/-**.
- iii). Power of Attorney along with a copy of the Board resolution. In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary and in case of a specific Power of Attorney, the original POA. If a proprietary firm is bidding and proprietor of the firm is signing the bid, notarized copy of ownership of firm shall be submitted.
- iv). Such other certificates/documents as defined in the ITB.

15.3 The bid submitted shall become invalid If any discrepancy is noticed between the documents as uploaded at the time of submission of bid (clause 15.1.1 ) and hard copies as submitted physically to the Tender Inviting Authority (clause 15.2.1 ).

## 16. Deadline for Submission of Bids

16.1 Complete Bids must be uploaded at the portal, and hard copy(ies) of the document as mentioned in Clause 15.2 of ITB must be submitted at the address specified, by the date and time as stipulated in the Bidding Data/NIT.

In the event of the specified date for the submission of bids being declared a holiday for the NHPC Ltd., the hard copy(ies) of the documents will be received up to the specified time on the next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified in the Bidding Data/NIT or any amendment for the same.

16.2 The Employer may, in the exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16.3 E-procurement portal permits only one person having Digital Signature Certificate (DSC) and registration etc. at the portal. It will deemed that the legally authorized signatories of the Bidder having DSC has carried out bidding process through portal.

- 16.4 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid after period of bid submission, unless the same has been expressly sought for by the Employer, shall be disregarded.

## 17. Late Bids

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

## 18.0 Modification and Withdrawal of Bid

- 18.1 After submission of the bid the contractor can re-submit revised bid any number of times but before stipulated deadline for submission of bid.
- 18.2 In case Employer desired through amendment/corrigendum to submit revised financial bid then it shall be mandatory to submit revised financial bid. In such case the bid submitted before amendment/corrigendum shall become invalid.
- 18.3 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 18.4 No Bid shall be withdrawn or modified/revised after Bid submission deadline. Withdrawal or modification of a Bid after Bid Submission deadline will result in the Bidder's forfeiture of its Bid security and further their Bid shall be considered non-responsive.

## E. Bid Opening and Evaluation

### 19. Bid Opening

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

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

- 19.2 Online Cover-I i. e Technical Bids shall be opened first.

- 19.3 Cover-I i. e Technical Bids shall be evaluated for establishing eligibility of the bidder as per clause 2 & 3 as well as techno-commercially responsiveness as per Clause 21 of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 19.4 The Cover-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. The Financial Bid shall be opened online in presence of Bidder's representatives who wish to be present at the notified time and place. Bidder(s) can also view Bid opening online on the CPP portal <https://eprocure.gov.in/eprocure/app> at their end.
- 19.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened and will be Archived' unopened. The decision of the Employer will be final and binding in this regard.
- 19.6 The Employer/Tender inviting Authority at his discretion may open Technical and Financial Bid simultaneously and evaluate the Bid completely.

## 20. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidder(s) or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

## 21. Examination of Bids and Determination of Responsiveness

- 21.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:
- (a) meets the eligibility criteria defined in Clauses 2 and 3;
  - (b) has been properly signed;
  - (c) is accompanied by the required securities; and
  - (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantities and Prices, Technical Specifications and Drawings.
- 21.2 A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- (a) which affects in any substantial way the scope, quality, or performance of the Works;

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

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

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

## **22. Evaluation and Comparison of Bids**

**22.1** The Employer will evaluate and compare the Cover II i.e Financial Bid of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with Clause 21 of ITB.

~~**22.2** In case bids are invited on Item Rate Method and if the bid of the successful bidder is front loaded (i.e. the items which are to be executed in earlier part of construction period, are quoted high or bid with low rated items to be executed in the later part of contract period) in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require that the amount of the performance security set forth in Clause 27 of ITB be increased to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.~~

~~The Bank Guarantee / Insurance Surety Bond for the additional performance security shall be valid up to 90 days beyond the issue of Defects Liability Certificate for the work under the scope of the contract.~~

~~To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its Bid, including breakdowns of unit rates. The request for clarification and the response shall be through letter/e mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Bids in accordance with Sub Clause 21.4 of ITB.~~

~~**22.3** e-Reverse Auction (e-RA) (if applicable)~~

~~22.3.1 e-RA shall be followed after e-tender only if number of eligible bidders at price bid stage are at least 2 (two). Following Procedure shall be followed for e-RA:~~

- ~~a. If the discovered price is upto 105% of the estimated cost, no e-RA will be conducted.  
b. If the discovered price is above the price mentioned in (a) above, then following procedure of e-RA shall be followed:~~

- ~~● In case the number of eligible Bidders is 3 or less than 3, then e-RA shall be conducted among all the bidders.~~
- ~~● In case the number of eligible Bidders are 4, then e-RA shall be conducted among the bidders except H1.~~
- ~~● In case the number of eligible Bidders are more than 4, then the bidders quoting higher rates shall be eliminated as per below formula, and e-RA shall be conducted among the remaining bidders:~~

~~Numbers of eliminated bidders = (n - 3) x 0.5 where n = total bidders~~

~~(In case "Numbers of eliminated bidders" is a fraction, it shall be rounded off to lower whole number.)~~

~~22.3.2 In case of e-Reverse Auction, the procedure of e-RA shall be as hereunder:-~~

- ~~i) Conditions of conducting e-RA after e-tendering (enclosed as Appendix I)~~
- ~~ii) Business Rule for e-RA (enclosed as Appendix II)~~
- ~~iii) Process Compliance form (enclosed as Appendix III)~~
- ~~iv) Price Confirmation form for e-RA (enclosed as Appendix IV)~~

### 23.1 Public Procurement (Preference to Make in India), Order 2017:

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

#### Definition of Make in India:

##### A) Definitions

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

**Class-I local supplier :** means a supplier or service provider, whose Goods/ Services /Works offered for procurement, meets the minimum local content as prescribed for "Class-I local supplier" under this order.

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

**Minimum local content:** ~~Nodal ministry/department may prescribe only a higher percentage of~~

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

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

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

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

## B) Verification of local content:

- a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

### 23.2 Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017:

- i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority {i.e Registration Committee constituted by the Department of Promotion of Industry and Internal Trade(DPIIT), Govt. of India }. However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs (23.07.2020, order (PP no.2).
- ii. Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids. (point 13, 23.07.2020, Order(PP no.1)

- iii. Further the successful bidder shall not be allowed to sub-contract works to any “Subcontractor” from a country which shares a land border with India unless such Subcontractor is registered with the competent Authority {Registration Committee constituted by the Dept of Promotion of Industry and Internal Trade (DPIIT), Govt. of India}. (point 11, 23.07.2020, Order(PP no.1)
- iv. A bidder is permitted to procure raw material, components, sub-assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as “sub contracting” (circular 12.03.2021)
- v. However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT. circular 12.03.2021)
- vi. Bidders have to submit certificate in accordance with Application **Form 12** (as per applicability). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for termination and further legal action in accordance with law.
- vii. “Bidder” for the purpose of above referred order (including the term 'tenderer', 'consultant', 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture ( that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- viii. Bidders from a country which shares a land border with India” mentioned in para above means; (point 8, 23.07.2020, Order (PP no.1):
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- ix. The bidder shall comply with all the term and condition of the OM issued by the Department of Expenditure, Ministry of Finance, Govt. of India vide F. No 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 read with its amendments thereof.

#### **F. Award of Contract**

#### **24. Award Criteria**

**Subject to Clause 26 of ITB, the Employer will award the Contract to the Bidder who has offered the lowest evaluated Bid price after e tendering** and / ~~or e-Reverse Auction (as the case may be)~~, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2 & 3 of ITB; (b) determined substantive responsive and (c) who has offered the **lowest Evaluated Bid Price pursuant to Clause 22.**

#### **25. Employer’s Right to accept any Bid or Reject any or all Bids**

Notwithstanding Clause 24 above, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.

## 26. Notification of Award and Signing of Agreement.

- 26.1 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the “Letter of Acceptance”, which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
- 26.2. The notification of award will constitute the formation of the Contract until the Formal Agreement is signed pursuant to clause 26.3 of ITB and further subject only to the furnishing of a performance security deposit in accordance with the provisions of Clause 27 of ITB. Within 28 days of date of issue of Letter of Acceptance, Contract Agreement shall be drawn with the successful bidder on prescribed Form.
- 26.3. The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the Employer and the successful bidder after the performance security deposit is furnished. Till signing of Contract Agreement between the Employer and successful bidder, provision under Clause 55.2 ‘Arbitration’ of GCC shall not be applicable.
- 26.4 The Contract shall be signed in three originals (two for employer and one for contractor). The language of the contract shall be English.
- 26.5 The Contractor shall furnish free of charge nos. of true copies of the Contract to the Employer as mentioned in Bidding Data.

## 27. Performance Security Deposit

- 27.1 Within 28 (twenty eight) days after issue of the Letter of Acceptance, the successful bidder shall deliver to the Employer Performance Security in accordance with Clause 4 of General Conditions of Contract valid till 90 days beyond the end of Defect Liability Period. Additional performance security shall also required to be given for front loaded bid or bid with low rated items to be executed in the later part of contract period as per clause -4 of GCC which shall be valid till the time of completion of works. The performance security 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 contractor.

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

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

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

**27.2** If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion - upto 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) Award shall summarily be terminated
- ii) EMD/ Bid security shall be forfeited.
- iii) The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
- iv) The name of the Contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC / Govt. of India.
- v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

27.3 Bidders shall communicate the following bank details of M/s NHPC Ltd. to the issuing branch for online confirmation of bank guarantee to be submitted in terms of this clause:

Name of the beneficiary: NHPC Limited

Account No. : 00000010779994207

IFSC Code: SBIN0007515

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

***Bidder is required to submit the SFMS receipt issued by the bank along with its bid for BG Confirmation.***

## **28. Advances**

~~The Employer will provide Mobilization Advance and Advance for procurement of new equipment as provided in General Conditions of Contract.~~

## **29 Corrupt or Fraudulent or Collusive or Coercive Practices**

29.1 The Employer requires the bidders/contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

- (i) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, 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.
- (iii) **“collusive practices”** means a scheme or arrangement between two or more Bidders with or without the knowledge of the Borrower, designed to establish Bid prices at artificial, non- competitive levels;
- (iv) **“coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (v) **“Integrity Pact”** means an agreement signed between the Contractor and the Employer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- (b) An agreement called Integrity Pact between the prospective Bidders and the Employer shall be signed committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s) (IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.
- (c) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt or fraudulent or collusive or coercive practices or defaulted commitments under Integrity Pact in competing for or in executing the contract in question and his Bid Security shall be forfeited. The Contractor shall not be entitled for any compensation whatsoever under this clause.
- (d) The Employer will declare a Bidder ineligible for a stated period of time to award a contract/contracts as per Guidelines on Banning of Business Dealings if he at any time determines that the Bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.
- (e) The documents/information submitted by Contractor may be verified by the officials of the Employer for its authenticity at any time and the Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Contractor is not genuine, the Employer shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

### 30.0 PERMANENT ACCOUNT NUMBER (PAN) AND GSTIN

The Bidder shall furnish to the Employer his Permanent Account Number issued by the Income Tax Authorities in India and Goods and Services Tax Identification number issued by the concerned Authorities in India. No payment shall be made to the Contractor unless he submits his Permanent Account Number (PAN) and Goods and Services Tax Identification number (GSTIN).

### 31.0 General

No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor/contractor's employee for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. The bid shall become invalid and/or contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

Bidder shall also intimate the names of persons who are working with him in any capacity who are near relatives to any official of the Employer. Any breach of this condition by the bidder/contractor would render him liable to be removed from this contract. An undertaking in this regard shall be submitted by the bidder in its letter head as per format placed at **Form-9**.

## **E- TENDERING INFORMATIONS**

### **REGISTRATION:**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

### **Searching for Tender documents:**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

### **Preparation for submission of Bid:**

Technical Bid and Price Bid to be submitted on-line at <https://eprocure.gov.in/eprocure/app>.

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.

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

#### **SUBMISSION OF BIDS:**

Two-Part Bid procedure shall be adopted for submission and evaluation of the bids. The Bidder shall accordingly prepare and submit the bids containing the required documents up to the date and time given in NIT. The bidder shall prepare the bid and submit the bid in following manner:

- i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- ii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- iv) Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/BG/others.
- v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

vii) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

**Bidders shall download the Bill of Quantities, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Bill of Quantities file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 14.0 of ITB including forfeiture of EMD.**

**The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**

ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

#### **ASSISTANCE TO BIDDERS:**

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

xiv) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk No.0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail:support-eproc [at]nic[dot]in..

**Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.**

**Appendix-I****CI-22.3.2****Conditions for conducting e-RA**

- 1) ~~e RA shall be implemented at Application Service Provider's Portal intimated by NHPC.~~
- 2) ~~e RA shall be followed after e tender as per provision of ITB.~~
- 3) ~~The Start Bid Price for Reverse Auction shall be the L1 Bidder's total evaluated Bid Price (including taxes & duties etc.) as per ITB Clause 22. The bidder shall modify their Bid Price in the decremented slab in terms of 0.1% or its multiples.~~
- 4) ~~e RA will be done on total evaluated Bid Price and the unit rates of the winning bidder quoted in e tender shall be reduced on pro rata basis (excluding fixed rate items and abnormally low rated items) to match with the e RA bid price.  
The rates/prices quoted by the bidder in Bill of quantities for certain items (considering online price bid submitted through e tender) which are found to be having negative variation of 25% & more in relation to the estimate shall be identified as Abnormally Low Rate (ALR) items.~~
- 5) ~~In cases where no bidder accepts to quote lower than the Base Price (Start Bid Price), e RA is to be treated as failed and in such cases, tender shall be evaluated based on already opened e tender.~~
- 6) ~~After e Reverse Auction and evaluating the lowest bid, the award shall be processed as per bid conditions.~~
- 7) ~~In case of failure of e RA process for any reasons, e tender results will be processed for award. Further, NHPC shall reserve the right to call the L1\* bidder for further process/negotiation/cancel the e reverse auction process/ re tender at any time.~~

**Note:** ~~The estimated cost shall be converted to a common base for comparison considering FT Selling exchange rate established by State Bank of India as on date of submission of Price Bid~~

~~\*L1= Lowest Evaluated Bidder after e tendering and/or e Reverse Auction (as the case may be)~~

## Appendix-II

### Business Rules for e-Reverse Auction

- ~~1. e-RA shall be implemented at Application Service Provider Portal intimated by NHPC. NHPC has made arrangements with a Service Provider, who will be NHPC's authorized Service Provider for e-Reverse Auction. Please go through the guidelines given below and submit your acceptance to the same.~~
- ~~2. Bidders who are found technically and commercially acceptable, after e-tender are eligible to participate in e-RA. The intimation of schedule date & time to conduct e-RA shall be sent to eligible bidders in advance. E-Reverse Auction (e-RA) shall be conducted by the service provider on scheduled date and time. Eligible bidders shall participate from their own offices/ place of their choice. Internet connectivity shall be ensured by the respective bidders themselves. Designated officials i.e., Tender Inviting Authority of NHPC shall have access to portal and shall witness e-RA process.~~

~~The Service Provider (for e-RA) shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s), without any cost. They will also explain all the Rules related to e-Reverse Auction/Business Rules Document to be adopted along with training manual. The Application Service Provider (ASP) shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s) through ONLINE training by ppts /Audio Visual file without any cost. These training materials are available on the portal all the time whenever bidders access the portal for such purposes. If bidders require any explanation in regard to the Rules related to e-Reverse Auction/ Business Rules Document to be adopted along with bid manual, the same shall be explained to the bidder through any means of communication i.e. telephonic/email.~~

~~For addressing any queries relating to the process of e-RA, the name and contact number of NHPC Authorized Service Provider for e-Reverse Auction shall be intimated in due course of time.~~

~~Any queries relating to the process of e-RA or in general, Tender Inviting Authority may be contacted.~~

- ~~3. Before start of e-RA process, NHPC will provide the template calculation sheet (Excel Sheet) which will help bidders to arrive at "modified Bid Price" for the total scope as per BOQ. Rank of the bidders would be displayed as per the "modified Bid Price" i.e., including Taxes and Duties as per the provisions of the Bidding Document.~~
- ~~4. The start bid price (SBP) for e-Reverse Auction shall be lowest bidder's total evaluated bid price after e-tender (including taxes & duties) arrived as per relevant ITB Clause defined in Appendix I of ITB.~~
- ~~5. Procedure of e-Reverse Auctioning:~~

### Dynamic Template Bidding (Rank Disclosed)

- ~~i) In ‘Dynamic Template Bidding (Rank Disclosed)’, bidders shall enter the Lump sum price in line with Clause 4 above for the total scope for subject Package. The value of decrement must be in decremented slab of minimum 0.1% and its multiple in terms of lowest bidder’s total evaluated bid price after e-tender (SBP).~~
  - ~~ii) In the “Dynamic Bidding” tie bid is not allowed on lowest price at e-RA Portal, i.e. if any higher price ranked vendor places bid equal to lowest price in e-reverse auction, their bid will be rejected. The bidder is required to click on “Rejected” to know the reason of bid rejection. In that case, the bidder will have to instantly reduce their price within **10 minutes** to submit lower quoted price otherwise the price will be considered as higher bid or rejected bid (system does not support tie bids in this type of auction).~~
  - ~~iii) The modified bid prices received under e-RA shall be evaluated on the basis of evaluation method specified in the bidding document and the final evaluated prices thus obtained shall be used for comparison of bids.~~
- ~~6. Within one (1) hour after conclusion of e-RA, Successful bidder shall furnish confirmation of final price quoted in Reverse Auction in line with price schedule (already available with them), to NHPC, duly signed and stamped (without any new condition other than those already agreed before start of Reverse Auction) (Appendix-IV). In case, there is any variation between the final price quoted in Reverse Auction and the signed document received after Auction, the first i.e. Closing Price in Auction will be taken final offered price by the bidder. However, the detailed break up of final prices as per price formats with pro rata reduction in unit rates (excluding fixed rate items and abnormally low rated items) without increase in unit rates of any items, shall be submitted by the successful bidder matching with the final price quoted during e-RA within 3 days from the date of conclusion of e-RA.~~
- ~~7. Auction shall be for a period of **60 minutes**. The bidding continues with an auto extension of **15 min** time if any Bidder quotes a further lower price within final 15 minutes of specified closing time of auction.~~
- ~~In final countdown and auto extension time, the lowest price at e-RA Portal would be visible to all the vendors who have placed valid bids. However, real identity of the bidder would not be disclosed during entire e-reverse auction process. The bidding could continue even after the final run till the time there are no changes in prices within aforesaid final **15 minutes**.~~
- ~~8. During Auction, if no bid is received within the specified time, NHPC, at its discretion, may decide to close the reverse auction process and proceed with results of e-tendering.~~
- ~~9. Each Bidder shall be assigned **Unique User Name & Password** by the service provider (for eRA). Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from the service provider (for e-RA) to ensure confidentiality. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.~~

~~10. Bidders shall be able to view the following on their screens along with the necessary fields during the auction-~~

- ~~a) Rank of the respective bidder@~~
- ~~b) Bid Placed by the respective bidder.~~

~~@ Price of Lowest bidders at e-RA Portal will be displayed in the last 15 minutes and in auto-extension time~~

~~11. Consequent upon completion of e Reverse Auction, NHPC's decision on award of contract shall be final and binding on all the bidders.~~

~~12. NHPC shall be at liberty to call the\*L1 bidder for further process/ negotiation/ cancel the e-Reverse auction process/ re-tender at any time, without assigning any reason thereof.~~

~~13. NHPC/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.~~

~~14. NHPC along with Service Provider can decide to reschedule or cancel any Auction; the bidders shall be informed accordingly.~~

~~15. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders. The bidder shall also not divulge either his bid or any other exclusive details of NHPC to any other party. If it has come to notice of NHPC/Service Provider that bidders have colluded while submitting price in e-RA, the same be dealt as per provision of Integrity Pact.~~

~~16. Other terms and conditions shall be as per the bidding documents.~~

~~\*L1= Lowest Evaluated Bidder after e-tendering and/or e-Reverse Auction (as the case may be)~~

## Appendix-III

**Process Compliance Form for e-Reverse Auction**

*(Bidders are required to submit this on Their Company's Letter Head and sign & stamp)*

To,

***The Dy. General Manager (Elect.),  
Contract Division, NHPC Ltd.,  
Teesta-V Power Station,  
Balutar, Distt. East Sikkim***

Sub: ~~Agreement to the Process related Terms and Conditions~~

~~Dear Sir,~~

~~This has reference to the Terms & Conditions for the e-Reverse Auction mentioned in the Business Rules for “Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station for HVAC system of Teesta-V Power” with Tender Specification No.:NIT No. NH/TSV/CONT/MC 149/NIT-967/2024-25/305 dated : 07/11/2024 and Tender ID. 2024\_NHPC\_834036\_1~~

~~This letter is to confirm that:~~

- ~~1. The undersigned is authorized representative\* of the Company.~~
- ~~2. We have studied the e-Reverse Auction Terms & Conditions and the Business Rules governing the e-Reverse Auction as mentioned in your letter and confirm our agreement to them.~~
- ~~3. We also confirm that we shall take the training on the auction tool and shall understand the functionality of the same thoroughly, before start of e-RA.~~
- ~~4. We also confirm that we will submit price confirmation within an hour of conclusion of e-Reverse Auction through the Company email ID. However, break up of our final offered price in e-Reverse Auction as per NHPC's Price format and as per Conditions of e-RA shall be submitted within three working days. We also confirm that we will not increase unit rate of any item submitted in our bids.~~

~~We hereby confirm that we will honor the Bids placed by us during the auction process.~~

With regards,

**Signature with company seal**

**Name –**

**Bidder / Company / Organization – Designation  
within Company / Organization – Address of  
Company / Organization –**

***\*Person having power of attorney for the subject package***

## Appendix-IV

**Format for submitting Price Confirmation for e-Reverse Auction**

*(To be submitted on Company Letter Head duly signed and stamped within 1 Hrs.)*

REF No. .... Date:.....

To,

***The Dy. General Manager (Elect.),  
Contract Division, NHPC Ltd.,  
Teesta-V Power Station,  
Balutar, Distt. East Sikkim***

Contact Person: .....

E-mail: .....

Re: Price Confirmation for the e-Reverse Auction of.....

Auction Notice Dated: .....

For Procurement of : **“Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station”**.

For M/s NHPC LIMITED: Tender Specification No.: NIT No. NH/TSV/CONT/MC 149/NIT-967/2024-25/305 dated : 07/11/2024 and Tender ID- 2024\_NHPC\_834036\_1

Reference above, we hereby confirm that we have given our final offer in the e-Reverse Auction System as per the template, which is attached herewith duly signed and stamped from our end.

Signature:

Name:

Designation:

**Seal of the Bidder / Company:**

Appendix-I to NIT

Ref. Clause 3.2(C) of NIT

**Personnel Capabilities**

Qualification and Experience of Key personnel

Sr. No.	Key personnel position	Qualification	Experience

### SECTION-III

- **LETTER OF TENDER FORM,**
- **QUALIFICATION INFORMATION,**
- **FORM OF DECLARATION,**

**SECTION III**
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Form-10	Certificate of Insolvency
Form-11	Certificate of Local Content
Form-12	Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 regarding procurement from bidders from a country or countries sharing Land Border with India.
Form-13	Checklist for Bidders
Form-14	Declaration on Sub-Let
Form-15	Undertaking by Bidder towards Anti-profiteering Clause of GST Act/Rules
Form-16	Tender Acceptance Form
Form-17	Price Bid Undertaking

**FORM – 1**
**General Information**

*Bidders are requested to complete the information*

1.	Name of firm	Corporate Identity No. (CIN):.....		
2.	Head office address	Country:		
	Principal Place of Business:			
3.	Telephone Mobile No.Email	Contact Person(s) Name Title/Position		
4.	Place of incorporation / registration Date			
5.	Legal status of firm  Field of specialty in business			
6.	Whether Start-up :			
7.	Number of present permanent employees:			
		Detail	Civil Engineers	Other Engrs
		Nos.		Non Engineering
8.	Quality assurance system in head office	Certified by:		
9.	Agent or representative in INDIA Name Address Telephone	(if exists)  Fax & Email		

10	<p><b>Authorization of Person(s) signing the bid on behalf of the Bidder</b></p> <p>a) Full Name: .....</p> <p>b) Designation: .....</p> <p>c) Signing as: .....</p> <p><input type="checkbox"/> A sole proprietorship firm: The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,</p> <p><input type="checkbox"/> A partnership firm: The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,</p> <p><input type="checkbox"/> A company: The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.</p> <p><input type="checkbox"/> A Society: The person signing the bid is the constituted attorney.</p> <p><i>Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution</i></p>
11	<p><b>Following documents w.r.t. legal status of the firm / company shall be furnished by the bidder:</b></p> <p><b>I. In case of Sole Proprietorship Concern:</b></p> <p>i. The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details.</p> <p>ii. A deed of declaration by the Proprietor, that no other individual or company has any share in the concern.</p> <p><b>II. In case of Partnership Firm:</b></p> <p>i. Certified photocopy of the Partnership Deed, with upto date amendments (if any).</p> <p>ii. Registration certificate issued by the Registrar of Companies concerned, if any.</p> <p>iii. In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.</p> <p><b>III. In case of Private Limited Companies:</b></p> <p>i. Certified to be true and upto date amended copy of Memorandum and Articles of Association of the Company.</p> <p>ii. Certificate of incorporation of the Company.</p> <p><b>IV. In case of Public Limited Companies and Statutory Corporations:</b></p> <p>i. Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.</p> <p>ii. Certificate of Incorporation of the company - In case of public limited Co. only.</p> <p>iii. Certificate of Commencement of Business - In case of public limited Co. only.</p>

Date

Signature

**FORM-2****Letter of Tender Form**

To

**The Dy. General Manager (Elect.),  
Contract Division, NHPC Ltd.,  
Teesta-V Power Station,  
Balutar, Distt.- East Sikkim**

1. We have read and examined the following tender documents relating to “**Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station**”.
    - i. a) Agreement form
    - b) Notice Inviting Tender
    - c) Information and Instructions to Tenderers
    - d) Tender Forms, Form of Declaration and Qualification information
    - e) General Conditions of Contract and Schedules A, B, C, D, E, F and G
    - f) Forms
    - g) Special Conditions of Contract
    - h) Safety Manual
  - ii. Technical Specifications
  - iii. Drawings.
  - iv. Amendment issued in pursuance to Clause No. 8 of ITB.
2. We hereby tender for execution of the work referred to in the documents mentioned in paragraph one above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in Schedule-A and within the period(s) of completion as given in Schedule-D and subject to such terms and conditions as stipulated in the Bid Document.
3. We agree to keep this tender open for acceptance for 120 days from the last date of online bid submission thereof and also agree not to make any modifications in its terms and conditions on our own accord.
4. A sum of **Rs. 67,000/- (Rupees Sixty Seven Thousand Only)** is hereby enclosed in form of Demand Draft/Bank Guarantee from a Nationalised or Scheduled Bank of India or Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by Insurance Regulatory Development Authority of India (IRDAI) acceptable to Employer in the prescribed proforma as Earnest Money. We agree that if we fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of our tender on our own accord or fail to furnish the prescribed performance guarantee within prescribed period, after the acceptance of our tender, that Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said

earnest money absolutely. Further, we agree if we fail to commence the execution of the works as provided in the Bid Documents referred to in paragraph-1 above that Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said performance guarantee absolutely/EMD.

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

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

5. We hereby also declare that any of the firm/Company participating in this Tender has not been declared ineligible at the time of submitting the bid under Para-6 of Guidelines on Banning of Business Dealings, declaration in this regard is placed at Form-6
6. We also certify that the bidder is a .....(Class-I / Class-II / non-local supplier) supplier under Make in India Order-2017 or as amended from time to time, Undertaking in this regard is enclosed at Form-10.
7. We also certify that the bidder is not ineligible under the reasons mentioned at Para 3.3 of NIT.
8. We hereby declare the GST Tax structure considered (applicable and assessed 28 days prior to bid submission date) in our bid for the present work.

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

Name\_\_\_\_\_

Designation\_\_\_\_\_

Signature\_\_\_\_\_

Name of Company\_\_\_\_\_

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

Witness:

Name &

Signature\_\_\_\_\_

Address:\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

## FORM –3

(Ref. NIT Clause-3.1(b))

## Work Experience Record

Name of Bidder: \_\_\_\_\_

Sl. No.	Name of Project	Name & Address of Project Developer	Description of Work & Contract no.	Value of Work	Date of Award/	Date of Start of work	Date of completion of work	Remarks
1								
2								
3								
4								
5								

**Note:** Copies of Work experience certificates from appropriate authority of project Developer with regard to above to be submitted by bidder.

**Any addition work experience claimed after the bid submission shall not be considered during bid evaluation.**

**FORM -4**

(Ref. NIT Clause-3.1(c))

**Annual Turnover**

Name of Bidder: \_\_\_\_\_

<i>Fiscal Year</i>	<i>Turnover (unit )</i>
1. 2020-21	
2. 2021-22	
3. 2022-23	

Fiscal year begins on 1<sup>st</sup> April in each calendar year.

Date

Signature

NB: To please attach detailed data sheet wherever possible.

## FORM – 5

(Ref. NIT Clause-2.1)

## FORM OF DECLARATION

M/s-----**(name of Tenderer)** having its registered office at ----- (hereinafter referred to as 'the Tenderer') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for “**Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station**”, the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

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

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

For and on behalf of the Tenderer

---

Dated:

**FORM – 6**

(Ref. NIT Clause-2.1(c))

**FORM OF DECLARATION OF INELIGIBILITY UNDERTAKING**

I/ We, M/s .....(Name of Bidder) hereby certify that I/we are not under the declaration of ineligibility for banning / delisting / blacklisting / debarment from business on the grounds mentioned in para 6 of Guidelines on banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause 2 of Tender Document at the time of submitting the bid and shall intimate immediately of any such banning / delisting / blacklisting / debarring after submission of bid till award of tender.

**(Seal & Signature of the Bidder)**

**Form- 7**

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

**(Format of Integrity Pact)****PRE CONTRACT INTEGRITY PACT****Between**

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

**And**

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

~~WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for **Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station** (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. **NH/TSV/CONT/MC 149/NIT AAA/2024-25/BBB Dated: 07/11/2024**.~~

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

~~NOW, THEREFORE,~~

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

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

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

**1.0 Commitments of the Employer**

- ~~1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.~~
- ~~1.2. The Employer will, during the pre contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.~~
- ~~1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.~~
- ~~2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.~~

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

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

- ~~3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.~~
- ~~3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any~~

- ~~other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.~~
- ~~3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.~~
- ~~3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any/all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract~~
- ~~3.5 Deleted.~~
- ~~3.6 The Bidder, either while presenting their bid or during pre contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.~~
- ~~3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.~~
- ~~3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.~~
- ~~3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.~~
- ~~3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.~~
- ~~3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.~~
- ~~3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.~~
- ~~The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.~~

- 3.13 ~~The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.~~
- 3.14 ~~The representative of the Bidders/Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.~~
- 3.15 ~~In case of Sub Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub Contractor.~~

#### **4.0 Previous Transgression**

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

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

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

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

- 6.1 ~~Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" attached as Annexure A and initiate all or any one of the following actions, wherever required:-~~
- ~~(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.~~
  - ~~(ii) The Earnest Money Deposit (in pre contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.~~
  - ~~(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.~~
  - ~~(iv) Deleted.~~
  - ~~(v) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.~~
  - ~~(vi) Deleted.~~

- ~~(vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHPC Ltd. (Annexure A), which may be further extended at the discretion of the Employer.~~
- ~~(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.~~
- ~~(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.~~
- ~~(x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.~~

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

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

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

- ~~7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.~~
- ~~7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.~~
- ~~7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.~~
- ~~7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.~~
- ~~7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he/she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.~~

- 7.6— ~~The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on ‘Non-Disclosure Agreement’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at an later date, the IEM shall inform CMD, NHPC and recuse himself / herself from that case.~~
- 7.7— ~~The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.~~
- 7.8— ~~The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.~~
- 7.9— ~~The word ‘Monitor’ would include both singular and plural.~~

#### **8.0— Facilitation of Investigation**

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

#### **9.0— Law and Place of Jurisdiction**

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

#### **10.0— Other Legal Actions**

- 10.1— ~~The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.~~
- 10.2— ~~Changes and supplements as well as termination notice need to be made in writing.~~
- 10.3— ~~If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.~~

#### **11.0— Validity**

- ~~11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.~~
- ~~11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.~~
- ~~11.3 Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.~~
- ~~11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.~~

~~For & On behalf of the Employer~~

~~For & On behalf of the Bidder / Contractor~~

~~(Office Seal)~~

~~(Office Seal)~~

~~Place\_\_\_\_\_~~

~~Place\_\_\_\_\_~~

~~Date\_\_\_\_\_~~

~~Date\_\_\_\_\_~~

~~Witness1. \_\_\_\_\_~~

~~Witness1. \_\_\_\_\_~~

~~(Name and address)~~

~~(Name and address)~~

~~2. \_\_\_\_\_~~

~~2. \_\_\_\_\_~~

~~(Name and address)~~

~~(Name and address)~~

## Annexure-A

### Guidelines on Banning Business Dealings

#### 1. 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 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.

**Appendix –I****(Format for Intimation of Suspension of business dealing)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub:** Intimation of Suspension of Business Dealings

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

- (i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

- (iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and Price Bids have already been opened, the tendering process shall be continued
- (v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi)(a) In case the Firm is in Joint Venture the following would also be applicable:

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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.

**Note:** Strike out whichever is not applicable

**Appendix –II****(Format of Show Cause Notice)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

.....

Attn.: Shri .....

**Sub: Show Cause Notice**

Ref :

Dear Sir,

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

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case you desire to present your case in person to NHPC, a personal hearing shall be conducted on ----- at ----- Hours for which prior intimation 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 &amp; On behalf of NHPC.

**Appendix –III****(Format for Intimation of Banning of Business Dealing)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub:** Intimation of Suspension of Business Dealings

Dear Sir,

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

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

“ Brief of the Default may be mentioned”

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

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

This order shall have the following effects:

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

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

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

**ii) Banning of joint Venture:**

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

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

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-

Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
- (d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

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

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

Appellate Authority : .....

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of NHPC.

**Note:** Strikeout whichever is not applicable

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub:** Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority**Ref:** 1. Order dated ..... Placing M/s ..... on Suspension/Banning List by NHPC;

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

For &amp; On behalf of NHPC.

**FORM -8**

(Ref. NIT Clause-3.2(E))

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

To,  
The Dy. General Manager (Elect.),  
Contract Division, NHPC Ltd.,  
Teesta-V Power Station, Balutar, Distt.- East Sikkim

**Subject: Declaration as regard to applicability of Startup India Initiatives**

Startup India Initiative has been introduced by the Government of India and their revised definition has been notified in the Gazette notification-G.S.R. 127(E) dated 19.02.2019. In this notification an entity shall be considered as a startup:-

- If it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India; and
- up to ten years from the date of its incorporation/ registration; and
- if its turnover for any of the financial years since incorporation/ registration has not exceeded Rupees 100 crores; and
- if it is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

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

As such, it is requested to provide the confirmation as regard to applicability of Startup India Initiative to your firm by submitting the declaration/undertaking by \_\_\_\_\_ (last date of bid submission).

-----Sd-----

**(Authorized Representative of  
Concerned Contract & Procurement Division)**

**Declaration/Undertaking**

- A) I/We confirm that the provisions of Startup India Initiatives are:
- [  ] Applicable to us and our organization falls under the definition of Startups for the tendered work.
- [  ] Not Applicable to us and our organization does not fall under the definition of Startups for the tendered work.

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

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

**(Authorized Representative of Firm)**  
(Ref. ITB Clause 31)

**Form-9****Undertaking regarding near relative to any official of the Employer**

(To be submitted on letter head)

I / We ..... (Name of bidder) confirms that following persons are near relatives to the officials of the Employer working with our firm / company:

Sr. No.	Name and Designation of Employee of Bidder	Name and designation of near relative working with Employer	Relation
1			
2			
3			

(Authorised Representative of Bidder)

Name

Designation

**Form-10**

(Ref. NIT Clause no 3.2(F))

**DECLARATION REGARDING INSOLVENCY PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016**

**Subject: In respect of Domestic Competitive Bidding for “Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station.**

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against ..... (name of the bidder) under the IBC 2016”.

Further, it is declared that after submitting the bid till the time of award of work, ..... (name of the bidder) 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) and any suppression of such fact shall render the ..... (name of the bidder) 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.

(To be submitted on letter head duly signed by the authorized representative of the Bidder )

.....  
.....  
.....  
.....  
.....  
.....

**Form-11**

(Ref. NIT Clause-2.1(b))

**(To be submitted by the bidder on the Companies Letter head duly signed by the authorised signatory)**

**(Format for Self-declaration for Local Content in accordance with Public Procurement (Preference To Make In India ) Order 2017 and as amended from time to time)**

We ,M/s\_\_\_\_\_ (name of Bidder) having registered office \_\_\_\_\_ at \_\_\_\_\_ (Address of the Company) confirm that , we have examined the **Make In India** provisions circulated by Government of India, Ministry of Commerce and Industry , Department for Promotion of Industry and Internal trade (DPIIT), vide order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 , MoP order No. 11/05/2018-Coord. dated 28.07.2020, MoP order no. 11/05/2018-Coord dated 17.09.2020 and MoP order no. A-1/2021-FSC/Part-5 dated 16.11.2021 and its amendment thereof related to “Local content”, “Class-I local supplier”, “Class-II local supplier” & “Local content percentage” and other provision mentioned therein Further, we also acknowledge that in case, it has been found that the declaration against local content percentage given by us is false then action can be initiated against us as per Govt. Guidelines under Make in India issued from time to time.

Name of the bidder	Country of origin	(% of local content to be mentioned by bidder)

**Further we declare that cyber security/safety of the equipment/ process to be supplied / services to be rendered as safe to connect.**

**Note:**

1. The responsibility of e-waste and its recycling/disposal shall be the responsibility of the registered e-waste handlers/Manufacturers/Suppliers. The list of registered e-waste handlers/Manufacturers/Suppliers for the corresponding items is to be given by the contractor.
2. All the items/components shall be supplied in compliance to cyber security policies/guidelines 2021 issued by CEA and any amendments thereof. The applicable security standards already specified in the contract.

- Further, all bidders shall keep on visiting website of department for promotion of Industry and Internet Trade (DPIIT), Ministry of Commerce & Industry i.e. <https://dpiit.gov.in> to get updated/latest information regarding public procurement (Preference to Make in India) Order 2017.

( )

**Signature of Authorised Signatory of Company**

Note:

~~In case of Procurement for a value in excess of Rs.10 crores, the Class I local supplier/Class-II Local supplier' shall be required to provide a certificate from the statutory auditors or cost auditors of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.~~

**Form-12**

(Ref. NIT Clause no. 11.4.2)

**Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 regarding procurement from bidders from a country or countries sharing Land Border with India.**

I/We ..... (name of bidder) have read the clause no. .... of NIT regarding restrictions on procurement from a bidder of a country which shares a land border with India ; I hereby certify that this bidder is not from such a country and is eligible to be considered.

I/we ..... (name of bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

I/we ..... (name of bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

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

(Strikeout whichever is not applicable)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

## Form-13

### Checklist for Bidders

(To be submitted as part of Technical bid)

(On Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No. NIT No.-NH/TSV/CONT/MC-149/NIT-967/2024-25/305 dated : 07/11/2024;

Tender Title: **Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station.**

*Note to Bidders: This check-list is merely to help the bidders to prepare their bids; it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.*

Sr. No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1 : General Information	
2.	Form 2 : Letter of Tender Form	
3.	Form 3 : Work Experience Record	
4	Form-4 : Annual Turnover	
5	Form-5 : Form of Declaration	
6	Form-6 : Declaration of Ineligibility	
7	Form-7 : Form of Integrity Pact duly signed	Not applicable
8	Form-8 : Form for Declaration of Start-up	
9	Form-9 Undertaking regarding near relative to official of the Employer	
10	Form-10 : Certificate of Insolvency	
11	Form-11 : self-Certificate of Local Content under Make in India policy, or from auditors/ cost accountant in case of Tenders above estimated cost Rs 10 Crore	
12	Form-12 : Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 regarding procurement from bidders from a country or countries sharing Land Border with India.	
13	<b>Bid Security / EMD as per Sl. No. 1 (v) of NIT</b> DD amounting to <b>Rs. 67,000/-</b> (EMD) or Notarized copy of Start-up certificate towards exemption of Bid Security / EMD.	
14	Power of Attorney (if applicable)	
15	Price Schedule (BOQ) Excel Sheet downloaded from the Portal and filled and uploaded	
16	Any other requirements, if stipulated in NIT/ ITB; or if considered relevant by the Bidder	
17	Form 13: This Checklist	

Sr. No.	Documents submitted, duly filled, signed	Yes/ No/ NA
18	Form 14: Declaration on Sublet	
19	Form-15 : Undertaking by Bidder towards Anti-profiteering Clause of GST Act/Rules.	
20	Form-16 : Price Bid Undertaking.	
21	<b>Cost of Bidding Document as per Sl. No. 1 (iv) of NIT DD amounting to Rs. 590/- (Tender Fee)</b>	
22	Self attested Copies of documents defining the constitution or legal status, place of registration, and principal place of business as per Clause 3.1(a) of NIT & ITB	
23	<b>Self attested</b> Copies of CA certified Printed Annual reports or financial statements of the Bidder <b>as per Clause 3.1(c) of NIT &amp; ITB</b> such as : a) Balance Sheets for FY 2020-21,2021-22 & 2022-23 b) Profit and Loss Statements for FY 2020-21,2021-22 & 2022-23 c) Auditor's Reports for FY 2020-21,2021-22 & 2022-23	
24	Self attested copies of following filled in Schedules as per Clause 3.1(d) of NIT & ITB a) Programme of Construction (Schedule E of Section IV) b) Equipment planning and deployment ( <del>Schedule F</del> of Section IV) (Refer Annexure-I of SCC for machinery/ equipments required to be deployed) c) Proposed methodology ( <del>Schedule G</del> of Section IV)	
25	<b>Self attested copies of Documentary evidences in support of the Qualification Criteria.</b> a) Financial Capacity as per ITB Clause No. 3.2 A (A) : CA certified Average Annual Financial Turnover Certificate during the last three (3) financial years (FY 2020-21,2021-22 & 2022-23) b) Supportive documents as per ITB Clause No. 3.2 A (b).	
26	<b>Self-attested copies of following documents as per Clause 3.2B of NIT &amp; ITB</b> PAN - Copy of PAN card, Copy of EPF Registration, Copy of ESIC Registration No, Copy of GST Registration	
27	ECS Form ( <b>Form-8 as per Section V</b> ) filled in and duly signed and stamped by bank's official	
19	Self-attested copy of Complete Bid document along with all amendments	

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

**DECLARATION ON SUB-LET**  
**(To be submitted by the bidder on letter head)**

To,  
The Dy. General Manager (Elect.),  
Contract Division, NHPC Ltd.,  
Teesta-V Power Station,  
Balutar, Distt.- East Sikkim

Sub: Declaration.

Ref: NIT No. NH/TSV/CONT/MC-149/NIT-967/2024-25/305 Date: 07/11/2024

Sir,

It is certifying that, we shall not assign, sub-let or sub-contract all or any part of its rights, liabilities, or obligations to be performed without NHPC's prior written permission.

Thanking you,

Signature and stamp of bidder

**Form-15****Undertaking by Bidder towards Anti-profiteering Clause of GST Act/Rules****(To be submitted on letter head).**

To,  
M/s NHPC Ltd  
Teesta-V Power Station  
Balutar, East Sikkim-737134.

Sub:- Tender No:- NIT:-NH/TSV/CONT/MC-149/NIT-AAA/2024-25/BBB Dated 07/11/2024.

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

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

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

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

Place: -  
Date: -

(Signature of Authorised Signatory of Bidder)  
Name:-  
Designation:-  
Seal:-

**FORM-16**

**(To be submitted offline & to be scanned and uploaded online)**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date

**To,**  
**The Dy. General Manager (Civil),**  
**Contract Division, NHPC Ltd.,**  
**Teesta-V Power Station,**  
**Balutar, Distt.- East Sikkim**

Sub: Acceptance in respect of Terms & Conditions of Tender Document of **“Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station.”**

Ref: NIT No.- NH/TSV/CONT/MC-149/NIT-AAA/2024-25/BBB Dated 07/11/2024.

Sir,

- i. I/We have downloaded the tender document(s) for the above mentioned ‘Tender/Work’ from the web site <http://eprocure.gov.in/eprocure/app>.
- ii. I/We hereby certify that I/We have read all the terms and conditions of tender document (including all annexure(s), schedule(s), drawing(s), etc.), which shall part of the contract and I/We shall abide hereby all terms & conditions contained therein.
- iii. The Corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- iv. I/We hereby unconditionally accept all the terms and Conditions of above mentioned tender document and corrigendum(s) as applicable.
- v. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
- vi. I/We confirm that our bid shall be valid up to 120 days after the deadline date of online bid submission as specified in the clause 16 of ITB or amendment thereof.
- vii. I/We hereby certify that all the statements made and information supplied in the enclosed Annexure and additional data etc. furnished herewith are true and correct.
- Viii. I/We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information.
- ix. I/We understand that you are not bound to accept the lowest or any bid you may receive.
- x. I/We certify that comply with the eligibility requirements as per Bid documents.
- xi. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

**(Authorized Representative of Firm)**

**Form-17****PRICE BID UNDERTAKING**

From: (Full name and address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

Dear Sir/Madam,

1. I submit the Price Bid for \_\_\_\_\_ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, Schedule A inclusive of all applicable taxes/duties and GST.

Yours Faithfully,

Signature of authorized Representative:

**Schedule of price bid in the form of BOQ-MC-149.xls**

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ-MC-149.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ-MC-149.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NHPC.

**SECTION -IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
**AND SCHEDULES**

**GENERAL CONDITIONS OF CONTRACT FOR SUPPLY AND ERECTION****INDEX**

<b>Sr. No.</b>	<b>Description</b>
1.	Definition Of Terms .....
2.	Contractor To Inform Himself Fully .....
3.	Agreement .....
4.	Performance Guarantee .....
5.	Contract Drawings .....
6.	Mistake In Drawing .....
7.	Subletting Of Contract .....
8.	Patent Rights .....
9.	Materials And Workmanship .....
10.	Inter Changeability .....
11.	Packing And Marking .....
12.	Fencing And Lighting For Works .....
13.	Power To Vary Or Omit Work .....
14.	Negligence .....
15.	Compliance With Regulations .....
16.	Death, Insolvency And Breach Of Contract .....
17.	Date Of Completion .....
18.	Delay In Supply / Erection .....
19.	Management Meetings .....
20.	Early Warning .....
21.	Cash Flow Forecast .....
22.	Extension of Time for Completion .....
23.	Suspension .....
24.	Use Of Roads .....
25.	Wastage Of Materials .....
26.	Surplus Materials .....
27.	Safety Of Staff And Labourers .....
28.	Progress Report .....

29.	Deviations From Specification .....
30.	Responsibility Of The Contractor .....
31.	Training Of Purchaser's Staff .....
32.	Inspection And Testing .....
33.	Delivery Of Plant .....
34.	Work On Site .....
35.	Engineer's Supervision .....
36.	Engineer-in-charge's Decision .....
37.	Contractor's Representative And Workmen .....
38.	Liability For Accidents And Damages .....
39.	Insurance .....
40.	Replacement Of Defective Work Or Material .....
41.	Terms Of Payment .....
42.	Deductions From Contract Prices .....
43.	Final Bill .....
44.	Payment upon Termination .....
45.	Permits And Visas .....
46.	Regulations Of Local Authorities .....
47.	Due Date Of Payments .....
48.	Test On Completion .....
49.	Rejection Of Defective Plants/Works .....
50.	Taking Over .....
51.	Warranty .....
52.	Force Majeure .....
53.	Settlement Of Disputes .....
54.	Court Of Competent Jurisdiction .....
55.	Construction Of Contract .....
56.	Breach Of Contract .....
57.	Marginal Notes And Captions .....
58.	Address Of The Contractor And Notices And Communications On Behalf Of The Purchaser .....
59.	Contract Document And Matters To Be Treated As Confidential .....

**GENERAL CONDITIONS OF CONTRACT FOR SUPPLY AND ERECTION****DEFINITION OF TERMS**

- 1.1 In the Contract, the following expression shall, unless the Contract otherwise requires, have the meanings assigned to them.
- i) **'Approval'** shall mean the written approval of the Engineer and or the statutory authorities wherever such authorities are specified by any code or otherwise.
  - ii) **'Commercial use'** shall mean the use of the work, which the Contract contemplates or of which it is commercially capable of.
  - iii) **'Commissioning'** shall mean the satisfactory operation of the equipment/work as specified, after all necessary initial tests, checks and adjustments required at site, if any, have been satisfactorily completed and the equipment/works have been in continuous and uninterrupted commercial use for not less than 30 days.
  - iv) The **'Consulting Engineer'** means the firm or the person as may be duly appointed by the Purchaser to act as consulting engineer for the purpose of the work covered in the Contract.
  - v) The **'Contract'** shall mean and include the bid and its acceptance thereof, the General Conditions, Special Conditions, specifications, schedules, drawings, Form of Bid, covering letter, schedules of prices and the formal Agreement executed on the stamped paper or on the plain paper.
  - vi) The **'Contractor'** shall mean the bidder whose bid has been accepted by the Purchaser and shall include the bidder's heir, legal representatives, successors and permitted assigns.
  - vii) The **'Contract Price'** shall mean the sum arrived at by multiplying the quantity(ies) with the rate(s) in the 'Bill of Quantity' given in / annexed to the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - viii) The **'Delivery of Plant/Equipment'** shall be deemed to take place on delivery of the Plant/Equipment to
    - i) the Purchaser at his premises; or
    - ii) where so provided the interim Purchaser at his premises; or
    - iii) a carrier or other person named in the Contract as an interim Purchaser for the purpose of transmission to the Purchaser.
    - iv) the destination station in case of Contract stipulating delivery of stores at destination station.
  - ix) The **'Engineer'** shall mean the officer placing the order for the work to the Contractor and such other officer as may be authorised and appointed in writing by the Purchaser to act as Engineer for the purpose of the Contract and in case no such officer has been so appointed, the Purchaser or his duly authorised representative.
  - x) The **'Engineer-in-Charge'** means the person appointed by the Corporation in the manner provided hereof and named as such in SCC to perform duties delegated by the Corporation. The Engineer-in-Charge shall represent and act for & on behalf of the Purchaser at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

- xi) The '**Inspector**' shall mean any person or persons nominated by the Purchaser and/or the Engineer to inspect stores or works under the agreement and/or his duly authorised representative appointed to act as the Inspector.
- xii) '**Letter of Award**' shall mean the Purchaser's letter conveying his acceptance of the bid, subject to such reservations as may have been stated therein.
- xiii) '**Month**' shall mean English calendar month.
- xiv) Words imparting '**person**' shall include Firms, Companies, Corporations and other bodies whether incorporated or not.
- xv) '**Plant**', '**Equipment**', '**Material**', '**Work**', or '**Works**' shall mean respectively the plant, equipment and material to be provided and work or works to be done by the Contractor under the Contract.
- xvi) The '**Purchaser**' or the '**Corporation**' shall mean the NHPC Ltd., Sector-33, Faridabad, Haryana-121003 and shall include its successors and permitted assigns.
- xvii) Words imparting the '**Singular only**' shall also include the plural and vice versa, where the Contract so requires.
- xviii) The '**Site**' shall mean the land/and or other places on, into or through which the work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
- xix) The '**Specification**' shall mean the specification as per the Contract or bid, as the case may be, and the schedules thereto (if any) and subsequent amendments mutually agreed upon in writing.
- xx) The '**Subcontractor**' shall mean the person, firm/Company named in the Contract for any part of the work or any person, to whom any part of the Contract has been sublet with the consent in writing of the Engineer-in-Charge, and the heirs, legal representatives, permitted successors and assigns of such persons.
- xxi) The terms used under "**Technical Specification and Acceptance Test**" shall have the meaning given to them in relevant issue of the Bureau of Indian Standards or their approved equals applicable on the date of Letter of Award.
- xxii) '**Tests on completion**' shall mean such tests, as are prescribed in specification, to be carried out by the Contractor to the satisfaction of the Engineer-in-Charge before the work is taken over by the Engineer-in-Charge.
- xxiii) '**Writing**' shall include any manuscript, typewritten or printed, statements, under or over signature or seal as the case may be.
- xxiv) The expression '**Works**' or '**Work**' shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of the Contract constructed to be executed whether temporary or permanent and whether original, altered, substituted or addition.
- xxv) 'Terms and Expression not herein defined shall have the same meaning as assigned to them in the Indian Sales of Goods Act 1930, failing that in the Indian Contract Act, 1872 and failing that in the General Clauses Act 1897 or any such Act as the case may be.

#### CONTRACTOR TO INFORM HIMSELF FULLY

- 2.1 The Contractor shall be deemed to have carefully examined the General Conditions, Specifications, schedules and the drawings and also to have satisfied himself as to nature and character of the work to be executed and, where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Purchaser and or the Engineer shall not in any way relieve the Contractor of his responsibility for supplying the Plant and Material and for executing the Work, as may be applicable, in terms of the Contract, including all details and incidental works and supply of all accessories though not mentioned in the Contract but necessary for ensuring complete erection and safe efficient working of the Plant and Equipment. If he shall have any doubt as to the meaning of any portion of the Contract, he shall, before signing it, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubt may be removed.

## AGREEMENT

- 3.1 After issue of the Letter of Intent / Award, the Purchaser shall prepare the Agreement on the stamp paper on the Form enclosed as Annexure I for Supply & Erection contracts and the parties shall sign the said Agreement within 30 Days from the date of issue of Letter of Intent / Award. The expenses of completing and stamping the agreement shall be borne by the Contractor. The Contractor shall furnish 3 sets of such Contract Agreements to the Purchaser. After the Agreement, one original set shall be handed over to the Contractor and the remaining two sets shall be retained by the Purchaser.
- 3.2 After the bid has been accepted by the Purchaser, all orders or instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer-in-Charge or his authorised representative, in writing, on behalf of the Purchaser.

## PERFORMANCE GUARANTEE

- 4.1.1 Within 28 days after receipt of notification of award, the Contractor shall furnish to the Engineer-in-Charge a bank guarantee from an Indian Nationalised Bank or State Bank of India or any Scheduled Bank in India on the Form enclosed as Annexure II Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by Insurance Regulatory Development Authority of India (IRDAI) acceptable to Employer in the prescribed proforma to these General Conditions for an amount equal to **(05) five percent** of the Contract Price by way of guarantee/Insurance surety Bond for the due and faithful performance of the Contract along with the other terms and conditions agreed to. If the Contract Price increases or decreases due to variations as mentioned in Clause 13.1 to 13.5 of the General Conditions of the Contract, the amount of Performance Bank Guarantee/Insurance surety Bond shall remain unaltered until the amount of such variations does not exceed 20% of the originally awarded Contract Price. Once the amount of variations as above, exceeds 20% of the originally awarded Contract Price, the amount of the PBG shall be increased or decreased by an amount equal to **05% (five percent)** of the amount of variations so ordered with reference to the originally awarded Contract Price so that the total amount of PBG shall remain as **05%** of the revised Contract Price (i.e. original Contract Price plus variations). The Performance guarantee/Insurance surety Bond shall be valid **90 days beyond** the warranty period as per Clause No. 51.1 to 51.4 of these General Conditions of Contract. Subject to the requirement of variations exceeding 20% of the original Contract Sum as specified above, the Contractor shall, at his own cost, furnish within one month from the date of issue of change orders for the variations, amended / revised /additional Bank Guarantee/Insurance surety Bond, required due to variations in the Contract price, and also get the validity period of bank guarantee furnished by him, extended from time to time till the completion of warranty period as per the provisions of the Contract. The Contractor shall furnish extended / revised bank guarantee to the Purchaser one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended / revised Bank Guarantee/Insurance surety Bond is not received by the Purchaser within the specified period of one month, the Purchaser entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.

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

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

- 4.2 On due completion and commissioning of work in all respect and on expiry of the warranty period as per clause 51.1 to 51.4 of these General Conditions, the bank guarantee/Insurance surety Bond shall be returned to the contractor without any interest on presentation of an absolute "No Demand Certificate" from the Purchaser and upon the return, in good conditions, of any Specifications, Drawings, tools or tackles or any other property belonging to the Purchaser which may have been issued to the Contractor. Provided always that the Purchaser shall be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Purchaser.

## CONTRACT DRAWINGS

- 5.1 The Contractor shall submit, in triplicate, to the Engineer-in-Charge for his approval of General Arrangement and drawings, such detailed drawings as specified in the Contract or otherwise reasonably necessary.
- 5.2 Within 30 days of the receipt of such drawing, the Engineer-in-Charge shall signify his approval to the Contractor and in the event of his disapproving the drawings, the Contractor shall submit fresh / amended drawings as per requirement of the Purchaser for his approval.
- 5.3 No extension in contractual delivery time shall be allowed on account of the time consumed in submission and examination of the defective drawings and resubmission of the corrected drawings.
- 5.4 Within a reasonable period of the notification by the Engineer-in-Charge to the Contractor of his approval of such drawing, one set of drawings in ink and three sets of blue prints of the drawings as approved shall be supplied by the Contractor and shall be deemed to be the Contract drawings.

- 5.5 These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer-in-Charge and shall not be deviated from in any way whatsoever, except with the written permission of the Engineer-in-Charge as hereinafter provided. During the execution of the works, one set of drawings shall be available for reference on the site also.
- 5.6 In the event of the Contractor desiring to possess a signed set of drawings he shall supply four sets instead of three sets, and in that case, the Engineer-in-Charge shall sign the fourth set and return the same to the Contractor.
- 5.7 The Contractor, if required by the Engineer-in-Charge, shall supply additional copies of any drawings, which may reasonably be required for the purpose of the Contract.
- 5.8 The Engineer-in-Charge or his duly authorised representative whose name shall have previously been communicated in writing to the Contractor shall have the right at all reasonable times to inspect the goods under manufacture at the factory / works of the Contractor during the currency of the Contract.
- 5.9 Any bid, drawings, technical data or correspondence which form the basis of an order or a Contract as aforesaid, or which may be furnished by the Contractor for the Purchaser's approval, or information as provided under the said order or Contract, shall be in English and if it is in any other language, a complete translation in English shall be duly furnished.

#### **MISTAKE IN DRAWING**

- 6.1 The Contractor shall be responsible for and shall pay the cost for alternations of the work due to any such discrepancies, errors and omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer-in-Charge or not, provided that if such discrepancies, errors, or omissions are due to inaccurate information or particulars furnished to the Contractor by the Purchaser, any alternations in the work necessitated by reasons of such inaccurate information or particulars shall be paid for by the Purchaser.
- 6.2 If any dimension figured upon a drawing or a plan differ from that obtained by scaling the drawings or plan, the dimension as figured in the drawing or plan shall be taken as correct.

#### **SUBLETTING OF CONTRACT**

- 7.1 The Contractor shall not, without the prior consent in writing of the Engineer-in-Charge or Purchaser, which shall not be unreasonably withheld, assign or sublet or transfer his Contract, or substantial part thereof other than for raw materials, for minor details, or for any part of the work, of which the suppliers and or erectors are named in the Contract, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

#### **PATENT RIGHTS**

- 8.1 In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of patent rights in respect of any machine, plant, work or thing used or supplied as may be applicable in terms of the Contract, by the Contractor, under this Contract, or in respect of any method of using or working by the Purchaser of such machine, plant, work or thing, the Contractor shall indemnify the Purchaser from and against such claim or demand and all costs and expenses arising from or incurred by reasons of such claim whatsoever or demand. The Purchaser shall notify the Contractor immediately any claim is made and that the Contractor shall be at liberty if he so desires with the assistance of the Purchaser, if required, but at the Contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant work or thing, as aforesaid, shall be used by the Purchaser for any purpose in any manner other than that for which they have been supplied and/or the works executed by the Contractor as specified under the Contract.

#### **MATERIALS AND WORKMANSHIP**

- 9.1** All plants, materials, etc., as may be required to be supplied and/or used and all such work to be executed by the Contractor in terms of the Contract and as per the specification, shall be of the best quality and workmanship, capable of satisfactory operation under the operating and atmospheric conditions as may be specified in the Contract. Unless otherwise specified they shall conform in all respects to the requirements of the latest edition of the relevant Indian Standard specifications on that behalf.
- 9.2** Contractor may offer equipments, materials etc., as aforesaid, manufactured in accordance with other well recognized standards but shall, in that case, supply a copy in English language of the standard specifications adopted by them and shall clearly mention in what respect such standard specifications differ from corresponding Indian Standard Specifications. These should comply with one consistent set of standards only as far as possible.
- 9.3** All materials shall be erected after being approved and passed by the Engineer-in-Charge. The erection shall be done according to the best practices being followed with the best erection equipments and tools, so as to give satisfactory results. The dimensions shown on the drawings shall be adhered to strictly and work performed to the satisfaction of the Engineer-in-Charge. The Contractor shall guarantee all workmanship executed by him to be free from defects whatsoever.

### **INTERCHANGEABILITY**

- 10.1** All parts shall be made accurately to standard gauges so as to facilitate replacement and repairs. All corresponding parts of similar material shall be interchangeable.

### **PACKING AND MARKING**

- 11.1** The Contractor shall be responsible for securely protecting and packing the plant, materials, etc., as may be required to be supplied by the Contractor in terms of the Contract, as per prescribed standards in force to withstand the journey and ensuring the safety of materials and also arrival of the same at destination in original condition and good for contemplated use so as to avoid damage under normal conditions of transport and to comply with such other conditions as specified in the Contract.
- 11.2** Each bundle or package shall have the following marking on it:-
- a) The name and address of the consignee.
  - b) Destination.
  - c) The relevant marks, reference numbers etc. for easy identification.
- 11.3** Each package shall also be accompanied with detailed packing lists to facilitate checking up of the contents at the destination.

### **FENCING AND LIGHTING FOR WORKS**

- 12.1** The Contractor shall at all times, provide sufficient fencing, notice boards, lights and watchmen to protect and guard the work. In case, the Contractor fails to make such provision or any provision made by him is considered by the Purchaser to be inadequate, the Purchaser may make such provision or further provisions, as he may consider necessary and charge the cost thereof to the Contractor.
- 12.2** If during, the period of erection, the Contractor or his workmen or servants shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused by any cause whatsoever to other works whether in progress or completed forming part of the work, for which the plant is being installed, or if any imperfections become apparent in these works the cause of which imperfections are attributable to the Contractor or his workmen or servants, the Contractor shall make good such damages and imperfections and if he fails to do so within a reasonable time, the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may be due on them or at any time thereafter become due to the Contractor or from his Performance Guarantee or the proceeds of sale thereof or of a sufficient portion thereof may recover otherwise.

## POWER TO VARY OR OMIT WORK

- 13.1** No alternations, amendments omissions, additions, substitutions, or variations of the work (hereinafter referred to as 'Variations') under the Contract shall be made by the Contractor except those directed in writing by the Engineer-in-Charge, but the Engineer-in-Charge shall have full power subject to the provisions hereinafter contained, from time to time during the execution of the Contract by giving notice in writing, to instruct the Contractor to make such variation, provided the variation so ordered / instructed shall not result in change of the scope of the Contract and the Contractor shall carry out such variations, and be bound by the same conditions as if the said variations occurred in the Contract.
- 13.2** If any suggested variation would in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer-in-Charge thereof in writing, and the Engineer-in-Charge shall decide forthwith whether or not the same shall be carried out, and if the Engineer-in-Charge confirms his instruction, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The decisions of the Engineer-in-Charge in this regard shall be final and binding.
- 13.3** The difference in cost, if any occasioned by such variations, shall be added to or deducted from the Contract Price as the case may be. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the Agreement.
- In case such rates are not available in the Agreement, they shall be settled mutually by the Engineer-in-Charge and Contractor. Even if there is disagreement regarding the rates to be paid, the Contractor shall carry out the work inclusive of the variations and the matter in difference. Provided that in case no final settlement is arrived for such rates, then such disagreement shall be settled as per clause 53.1 to 53.4 of General Conditions of Contract.
- 13.4** In the event of the Engineer-in-Charge requiring any variations, such reasonable and proper notice shall be given to the Contractor to enable him to make his arrangements. Accordingly, in cases where goods or materials are already prepared/procured, or any designs, drawings or patterns made or work done that require to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer-in-Charge.
- 13.5** In every case in which the Contractor shall receive instructions from the Engineer-in-Charge for carrying out such work which, either then or later, will be in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible (but not later than 30 days) after the receipt of such instructions, inform the Engineer-in-Charge of such claim for additional payment.

## NEGLIGENCE

- 14.1** If the Contractor neglect to manufacture plant & equipments or execute the work in terms of the Contract as the case may be, with due diligence and expectation, or refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-Charge in connection with the work, or contravene any provisions of Contract, the Purchaser may give seven days notice in writing to the Contractor to make good the failure, neglect or contravention complained of within reasonable time as specified by Engineer-in-charge. If the Contractor fail to comply with the notice and in the event of failure, neglect, or contravention capable of being made good within that time, then and in such a case the Purchaser shall forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the Contractor's hands and give it to another person(s) or Contractor at a reasonable price or provide any other materials, tools, tackle, or labour for the purpose of completing the work, or any part thereof, and in that event the Purchaser shall, without being responsible to the Contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackles, or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

- 14.2 If the cost of executing the work, as aforesaid, shall exceed the balance due to the Contractor and Contractor fails to make good the deficiency, it shall be lawful for the Purchaser to make good such deficiency in the manner it may deem fit in terms of the Contract and the Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools, tackles, or things belonging to the Contractor and the proceeds of such sale shall be applied towards the payment of such deficiency and the cost of any incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer-in-Charge, provided that when all expenses, cost and charges incurred on the completion of the work are paid by the Contractor, all such materials, tools tackle or other things remaining unsold shall be removed by the Contractor.

## COMPLIANCE WITH REGULATIONS

- 15.1 The Contractor shall comply with all applicable laws, ordinances, codes, approved standards, rules and regulations and shall procure all necessary municipal and government permits, licenses etc. at his own cost. The Contractor shall keep the Purchaser and Engineer-in-Charge harmless as a result of any infractions thereof.
- 15.2 Unless otherwise specified, all works to the extent applicable shall be carried out in accordance with The Electricity Act, 2003 & relevant rules thereof, or any amendment thereto which may be notified during the currency of the Contract and the requirement of any other Rules, Regulation and Acts in India to which the Purchaser may be subjected to.
- 15.3 During continuance of the Contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Principal Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Principal Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Principal Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Principal Employer.

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

Salient features of some of the major labour laws that are applicable to construction industry are given below.

- (i) Workmen Employee Compensation Act 1923 as amended by Amendment Act No.65 of 1976.  
The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.
- (ii) Payment of Gratuity Act 1972  
Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS-95.  
The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:
  - (a) Pension or family pension on retirement or death as the case may be.
  - (b) Deposit linked insurance on the death in harness of the worker.

- (c) Payment of PF accumulation on retirement/death etc.
- (iv) Maternity Benefit Act 1961 (Amended)  
The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.  
The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law and recover the same from the Contractor from any amount/monies due to him. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of contractor if they employ 20 or more contract labour.
- (vi) Minimum Wages Act 1948 (Amended)  
The Contractor is to pay not less than the Rate of Minimum Wages notified by the appropriate Government as per provisions of the Act.
- (vii) Payment of Wages Act 1936 (Amended)  
It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (viii) Equal Remuneration Act 1979  
The Act provides for payment of equal wages for work of equal nature to male and female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (ix) Payment of Bonus Act 1965 and any further amendments thereof.  
The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing ₹ 21,000/- P.M. or less. The bonus to be paid to employees getting ₹ 7,000/- P.M. or above upto ₹ 21,000/- P.M. shall be worked out by taking wages as ₹ 7,000/- P.M. or the minimum wages for the scheduled employments as fixed by the appropriate Govt. whichever is higher. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.
- (x) Industrial Disputes Act 1947(Amended)  
The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (xi) Industrial Employment (Standing Orders) Act 1946 (Amended)  
It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Contractor on matters provided in the Act and get the same certified by the designated Authority.
- (xii) Trade Unions Act 1926  
The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (xiii) Child Labour (Prohibition and Regulation) Act 1986  
The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.
- (xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979  
The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- (xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996  
All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess @ 1% of the cost of construction. The Contractor to whom the Act applies has to obtain a registration

- certificate from the Registering Officer appointed by the Government.
- (xvi) The Factories Act 1948  
 The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.
- (xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.  
 The compliance of all the above mentioned Acts shall be read along with latest amendments of the respective Act.
- (xviii) Employees State Insurance Act, 1948:  
 The act provides for certain benefits to employees in case of sickness, Maternity and Employment injury and for certain other matter in relation thereto.  
 The compliance of the labour laws/acts shall be along with amendments (if any) of the respective acts. The definition of “Principal Employer” for this clause shall be as per Contract Labour (Regulation and Abolition) Act, 1970.

## DEATH, INSOLVENCY AND BREACH OF CONTRACT

**16.1** The Purchaser may at any time, by giving notice, in writing summarily determine the Contract without compensation to the Contractor in any of the following events, that is to say:

- i) If the Contractor being an individual, or a firm or any partner thereof, shall at any time, be adjudged insolvent or shall have received order for administration of his estate made against him or shall take any proceeding for compensation under the Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm has been dissolved under the Partnership Act; or
- ii) If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the court or Debenture holders to appoint a Receiver, Liquidator or manager; or
- iii) If the Contractor commits any breach of the Contract not herein specifically provided in the Contract.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also that the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to gain on such purchase.

## DATE OF COMPLETION

**17.1** The Contractor shall provide full programme of the Supplies and or Works in detail and delivery schedule thereto. Strict adherence to the prescribed time schedule mentioned in the Contract shall be the essence of the Contract.

## DELAY IN SUPPLY/ ERECTION

**18.1** If the Contractor fails to attain completion of the scope of work or any part thereof within the prescribed time for completion under clause 17.1 or any extension thereof under GCC Clause 22.1 to 22.3 (Extension of time for Completion), the Contractor shall pay to the Purchaser liquidated damages equal to the amount computed @ ½ (half) percent per week or part thereof of the Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price.

## MANAGEMENT MEETINGS

**19.1** Either the Engineer-in-Charge or the Contractor may require the other to attend a Management Meeting. The business of a Management Meeting to be held at the place decided by the Engineer-in-Charge shall be to review the plans for remaining works and to deal with matters raised in accordance with the Early Warning Procedure.

**19.2** The Engineer-in-Charge shall record the business of Management Meetings and shall provide copies of the minutes of record of the meeting to those attending the meeting and to the Contractor. The responsibility of the parties for actions to be taken is to be decided by the Engineer-in-Charge either at the Management Meeting or after the Management Meeting and stated in such record of the meeting.

#### **EARLY WARNING**

**20.1** The Contractor is required to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may delay the execution of works. The Engineer-in-Charge may require the Contractor to provide an estimate of the expected effect of the event or circumstance and Completion date.

**20.2** The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge.

#### **CASH FLOW FORECAST**

**21.1** When the Program is updated, the Contractor is to provide the Engineer-in-Charge with an updated cash flow forecast.

#### **EXTENSION OF TIME FOR COMPLETION**

**22.1** The Time(s) for Completion specified in the Contract may be extended if the work is delayed or the Contractor is impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the scope of work
- (b) any occurrence of Force Majeure as provided in GCC Clause 52.1 to 52.5.
- (c) any suspension of work order given by the Engineer-in-charge under GCC Clause 23.1 to 23.4 (Suspension) hereof or reduction in the rate of progress pursuant to GCC Clause 23.2 or
- (d) any default or breach of the Contract by the Purchaser, specifically including failure to supply the items to be supplied by the Purchaser as per the Contract Agreement, or any activity, act or omission of any other contractors employed by the Purchaser or

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

**22.2** Except otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer In-Charge his request for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such request and supporting particulars for such time extension, Engineer-in-Charge shall convey his decision upon the period of such extension to the Contractor.

**22.3** The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delays due to such failures shall not be considered in assessing the time extension.

#### **SUSPENSION**

**23.1** The Engineer In-Charge may request, by giving notice to the Contractor, to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation

of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the work) until ordered in writing to resume such performance by the Engineer In-Charge.

If, by virtue of a suspension order given by the Engineer In-Charge, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer In-Charge requiring that the Purchaser shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change Amendment excluding the performance of the suspended obligations from the Contract.

If the Purchaser fails to do so within such period, the Contractor may, by a further notice to the Engineer In-Charge, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part or, where it affects the whole of the Work, as termination of the Contract.

### **23.2 If**

(a) the Purchaser has failed to pay the Contractor any sum due under the Contract within the specified period or has failed to approve any invoice or supporting documents without just cause pursuant to Payment Terms, or commits a substantial breach of the Contract, the Contractor may give a notice to the Purchaser that requires payment of such sum, with interest thereon as stipulated in the Contract, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or

(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Works; then the Contractor may by giving fourteen (14) days notice to the Purchaser suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

**23.3** If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 23.1 to 23.2, then the Time for Completion shall be extended in accordance with GCC Clause 22.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Purchaser to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract, by the Contractor.

**23.4** During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Work or any Contractor's Equipment, without the prior written consent of the Purchaser.

## **USE OF ROADS**

**24.1** The Contractor may be allowed to use private roads, if any built by the Purchaser in connection with the construction work. The Purchaser may also help the Contractor in obtaining permission for using canal or other service roads for transport of Contractor's men and materials wherever necessary and possible under the rules.

## **WASTAGE OF MATERIALS**

**25.1** On completion of work, the Contractor will return balance items over and above actually used on the work. Wastage shall also be returned either in damaged condition or otherwise. However should the necessity arise to deliver the items in excess of the permissible wastage, as may otherwise be

specified in the Contract, the cost thereof shall be recoverable from Contractor's bills at rates as specified in the Contract.

### **SURPLUS MATERIALS**

**26.1** On completion of the works, all materials left surplus from those supplied by the Contractor under the Contract and those supplied by the Purchaser for erection will be handed over to the Purchaser at the Purchaser's stores.

### **SAFETY OF STAFF AND LABOURERS**

**27.1** The Contractor shall provide and make all necessary arrangements for safety of staff and labourers at site of work. The Purchaser will not, in any way be responsible for any accident minor, major or fatal, to any person at the site of works or for any damages arising therefrom during erection, which shall be the Contractor's sole responsibility. The staff insurance charges, shall also be borne by the Contractor.

### **PROGRESS REPORT**

**28.1** Fortnightly reports showing the actual progress made in the receipt of materials by the Contractor and in completion of various works shall be regularly submitted in duplicate by the Contractor to the Engineer-in-Charge and Engineer of the Contract.

### **DEVIATIONS FROM SPECIFICATION**

**29.1** All departures from the Contract Specification shall be subject to the approval of the Engineer/Engineer-in-Charge.

### **RESPONSIBILITY OF THE CONTRACTOR**

**30.1** The Contractor shall guarantee and be entirely responsible for the execution of Contract in accordance with the specification, schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, correct delivery of materials within the guaranteed completion and warranty period. He shall also guarantee and be responsible for the correct designs and drawings and their accuracy, conformity of all works to the approved designs and drawings their erection, within the guaranteed completion and performance within the warranty period.

**30.2** The Purchaser shall have the right to require the Contractor to make any such change in the designs which may be necessary in the opinion of the Engineer-in-Charge to make the Plant and Works as the case may be, conform to the provisions & contents of the specification, without any extra cost to the Purchaser. Approval by the Engineer-in-Charge or by the representative of the Purchaser, to the Contractor's or sub-contractor's drawings, designs, materials or of other parts of the works involved in the Contract, or of test carried out either by the Contractor or by the Sub-Contractor shall not relieve the Contractor of any requirements/obligations of the specification or of the responsibility/obligation for the correctness of the Contractor's design and drawings. Any manufacture or the work performed prior to the approval of drawings and tests will be at the risk and cost of the Contractor.

**30.3** The Contractor shall guarantee and be responsible for handling and storage of all the materials, as erected works upto their taking over by the Purchaser.

### **TRAINING OF PURCHASER'S STAFF**

**31.1** The Purchaser reserves the right to depute its own staff, comprising of Engineers/or Subordinates, in the Contractor's / sub-contractor's works and with Contractor's personnel for the purpose of gaining experience and Contractor shall extend all reasonable facilities for this purpose. The

Contractor shall not, however, be required to incur any expenditure on this account, unless specifically otherwise provided in the Contract.

## INSPECTION AND TESTING

**32.1** The Engineer-in-Charge and his duly authorised representatives shall have, at all reasonable times access to the Contractor's premises, and shall have the power, at all reasonable time, to inspect and examine the materials and workmanship of the plant during its manufacture shop assembly and tests and if part of the plants is being manufactured on other premises, the Contractor shall obtain for the Engineer-in-Charge and his duly authorised representative, permission to inspect it as if the plant was manufactured on the Contractor's own premises.

**32.2** The Engineer-in-Charge shall, on giving seven days notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of workmanship connected with such work which in his opinion, are not in accordance with the Contract or/are, in his opinion, defective for any reason, whatsoever provided that, if such notice be not sent to the Contractor within a reasonable time after the grounds upon which such notice is based have come to the knowledge of the Engineer-in-Charge, he shall not be entitled to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise all tests shall be made at the Contractor's works before shipment.

**32.3** The Contractor shall, if required, give the Engineer-in-charge, notice of any plant, being ready for testing, and the Engineer-in-charge or his representative, if so desired, shall, on giving twenty-four hours previous notice in writing to the Contractor, attend at the Contractor's premises within fifteen days of the date on which the plant is notified as being ready failing which, visit or alternatively if the Purchaser, at its own discretion waives of the inspection and testing the Contractor may proceed with the tests which shall be deemed to have been made in the Engineer-in-Charge's presence, and he shall forthwith forward to the Engineer-in-Charge duly certified copies of the test results and certificates in six copies for approval of the Purchaser. The Plant shall be despatched only after the test certificates have been approved by the Purchaser in writing.

**32.4** In all cases where the Contract provides for tests, whether at the premises of the Contractor or of any sub-contractor except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments, as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the Contract, and shall give facilities to the Engineer-in-Charge or to his authorised representative to accomplish such testing.

**32.5** If special tests other than those specified in the Contract, are required, they shall be paid for by the Purchaser as 'Variation' under Clause 13.1 to 13.5. If inspection is got done through an independent authority at the option of the Purchaser, the inspection fee, if any, shall be paid by the Purchaser.

**32.6** When the tests have been satisfactorily completed at the Contractor's works, the Engineer-in-Charge or his authorised representative shall issue a certificate to this effect. The Engineer-in-Charge or his authorised representative will jointly seal the material inspected in testimony of inspection being carried out by him.

**32.7** Neither the waiver of inspection nor acceptance after inspection by the Purchaser shall, in any way, relieve the Contractor of the responsibility of supplying the plant & equipment strictly in accordance with the specifications, drawing etc.

**32.8** Immediately after the acceptance of the bid of the Contractor, the Contractor shall send four copies of mill or ship orders for materials purchased for use in manufacture which will be required to be inspected at points other than the Contractor's work before shipment. All such orders shall quote the requirements of specifications for the materials to be furnished and shall mention where the materials are to be manufactured.

**32.9** In all cases where the Contract provide for tests on the site, the Purchaser, except where otherwise specified, shall provide, free of charges, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be required from time to time, as may reasonably be demanded to

carry out such test of the plant or workmanship in accordance with the Contract. In the case of the Contractor requiring electricity for tests on site, such electricity shall be supplied to the Contractor in the most convenient form available.

### **DELIVERY OF PLANT**

- 33.1** No plant shall be despatched until dispatch instruction have been given to the Contractor by the Engineer-in-Charge or his duly authorised representative.
- 33.2** The Contractor shall deliver the plant/material in accordance with the terms of the Contract at the time/times at the place/places and in the manner specified in the Contract. The Contractor shall comply with the instructions that may be given by the Purchaser from time to time regarding the safe transit of the plant/material.
- 33.3** Notification of delivery or despatch in regard to each and every consignment shall be made to the Purchaser immediately after despatch or delivery. The Supplier shall further supply to the consignee, in triplicate, a priced invoice and packing list of all stores delivered or despatched by him.
- 33.4** In case of any damage or loss occurred in transit upto destination, it shall be the liability of the Contractor to initiate or pursue the claim with Insurance Company. He should also take immediate steps to repair the damaged apparatus or replacement thereto. Any extension of time limit required in such contingency will be considered by the Purchaser on merits.

### **WORK ON SITE**

- 34.1** Suitable access to and possession of the site for the purpose of erection shall be offered to the Contractor in reasonable time. The erection shall be carried out at such time as the Purchaser may approve so as not to interfere unnecessarily with the conduct of the Purchaser's business, but the Purchaser shall give the Contractor all reasonable facilities for carrying out the work.
- 34.2** No person other than the Contractor, sub-Contractor, and workmen and the Contractor's duly authorised agents shall, except with the special permission in writing of the Engineer-in-Charge or his representative, be allowed to do any work on the site in connection with installation work, but access to the work, shall at all times be accorded to the Engineer-in-Charge and his representatives and other authorised officials of the Purchaser.
- 34.3** The Purchaser shall ensure readiness of the associated Civil works including foundations matching with the requirements at site as per the Inspection Schedule approved by the Engineer-in-Charge.

### **ENGINEER'S SUPERVISION**

- 35.1** All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer-in-Charge. The Contractor shall be responsible for the corrections of the positions, levels, and dimensions of the works according to the drawings, notwithstanding that he may have been assisted by the Engineer-in-Charge in setting out the same.

### **ENGINEER-IN-CHARGE'S DECISION**

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

### **CONTRACTOR'S REPRESENTATIVE AND WORKMEN**

- 37.1** The Contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer-in-charge by the Contractor, to superintend the erection and carrying out of the works. The said representative, or if more than one be employed, then one of the representatives shall be present on the site during working hours, and any written orders, or instructions which the Engineer-in-Charge or his duly authorised representative,

whose name shall have been previously communicated in writing to the Contractor, may give to the said representative of the Contractor, shall be deemed to have been given to the Contractor.

**37.2** The Engineer-in-Charge shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who, in his opinion, misconduct himself or be incompetent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer-in-Charge of notice in writing requiring him to do so and shall provide in his place competent representative at the Contractor's expense.

#### **LIABILITY FOR ACCIDENTS AND DAMAGES**

**38.1** The Contractor shall be responsible for loss, damage or depreciation of goods or plant / equipment upto delivery at site to the authorised consignee of the Purchaser.

**38.2** The Contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over as per clause 50.1 to 50.4 of these General Conditions or is deemed under that clause to have been taken over provided always that the Contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 50.1 to 50.4.

**38.3** Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to person or damage to property resulting from the negligence of the Contractor or from defective design or work, but not from other causes.

**38.4** Provided the Contractor shall not be liable for any loss of profit or any loss out of Contract or any other claim made against the Purchaser not already provided for in the Contract, nor for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contractor has no control nor shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

**38.5** The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims, demands, costs or expenses caused in connection with injuries (other than such as may be attributable to the Purchaser or his employees) suffered prior to the date when the Plant shall have been taken over under clause 50.1 to 50.4 hereof by persons employed by the Contractor or his sub-contractor on the work whether at common law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of Contract relating to the question of the liability of employers for injuries suffered by employees, and will, if called upon to do so, take out the necessary policy or policies of insurance to cover such indemnity.

**38.6** In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall with the assistance, if he so requires, of the Purchaser, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case, the Purchaser shall at the request and expense of the Contractor afford all reasonable and available assistance for any such purpose.

#### **INSURANCE**

**39.1** The Contractor shall insure the plant and equipment to be supplied by him and shall keep it insured against loss by theft, destruction or damage by fire, flood, under exposure to the weather, or riots, civil commotion, war or rebellion, or any other kind of loss or damage during transit for the full value of the plant from the time of dispatch and upto the time of its erection and successful Testing and Commissioning and upto its warranty period as per clause 51.1 to 51.4 of GCC.

**39.2** The Contractor shall also ensure the insurance of all the plants & equipments or the materials to be arranged separately by the Purchaser (as per the detail list provided by the Purchaser) and handed over to the Contractor for erection, including the estimated cost of erection etc. as per the terms of the

Contract, until the works and the surplus materials are taken over by the Purchaser under Clause 50.1 to 50.4 of the General Conditions of Contract.

## REPLACEMENT OF DEFECTIVE WORK OR MATERIAL

**40.1** If during the progress of the work, the Engineer-in-Charge shall decide and notify, in writing, to the Contractor that the Contractor has executed any unsound or imperfect work or has supplied any plant, material etc. as may be covered under the scope of the work, inferior in quality to that specified, the Contractor, on receiving details of such defects or deficiency, shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials upto the standard of the Specification and in case the Contractor shall fail to do so, the Purchaser may, on giving the Contractor seven days notice in writing of his intention so to do, proceed to remove the work complained of, and at the cost of the Contractor, perform all such work or supply all such material, provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any right under the Contract, which he may otherwise have in respect of such defects or deficiencies.

## TERMS OF PAYMENT

**41.1** Subject to any deduction which the Purchaser may be authorised to make under the Contract and/or any additions or deductions provided for under clause 13.1 to 13.5 of these General Conditions, the Contractor shall be entitled to payment as follows:

### 41.1.1. FOR SUPPLY OF PLANT / EQUIPMENT ETC.:

#### (a) For Supplies:

- I. 90% of the Contract Price of the material supplied along with 100% taxes & duties subject to documentary evidence against presentation of the following documents to the Consignee:
  - a) Evidence of despatch (GR / LR etc.)
  - b) Contractor's detailed invoice
  - c) Detailed packing list
  - d) Test Certificate(s).
  - e) Inspection Report/ Dispatch Instructions.
- II. 10% of the Contract Price and price variation claims, if any, shall be paid upon taking over of the equipment after successful erection and commissioning.

#### (b) ERECTION & COMMISSIONING:

90% of the erection cost will be paid on monthly completion of erection work at pro rata basis/unit rate basis as may be applicable subject to the verification of the bill by the Engineer-in-Charge.

Balance 10% of the cost of the erection work done will be paid on the successful completion and commissioning and testing of the work under the Contract.

**41.2** All payments will be made in Indian Rupees, unless otherwise specified in the Contract.

**41.3** In the event of the Supplier/Contractor not being able to supply the materials or to carry out works in accordance with the terms of the Contract, the Purchaser shall have the right to recover any sums, advance from the Contractor and from his assets.

#### **41.4 PAYMENT THROUGH TReDS PLATFORM FOR MSME VENDORS:**

Other than normal payment through NEFT/RTGS directly from NHPC Ltd., the MSME Vendors has an option to avail the TReDS facility. NHPC has registered it self on TReDS platform with M/s A. TReDS Limited, CIN – U74999MH2016PLC281452, Registration no.: (Account no) 1000005783, Communication address: A. TReDS Ltd, Ashar IT Park, 11<sup>th</sup> 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.

#### **DEDUCTIONS FROM CONTRACT PRICES**

**42.1** All costs, claims, damages or expenses which the Purchaser may have paid for which under the Contract the Contractor is liable, may be deducted by the Purchaser from the proceeds of the Performance Guarantee or from any money due or which may become due to the Contractor under the Contract.

**42.2** Any sum of money due and payable to the Contractor (including Performance Guarantee returnable to him) under this Contract may be appropriated by the Purchaser and set off against any claim of the Purchaser out of or under any Contract made by the Contractor with the Purchaser.

**42.3** It is an agreed terms of the Contract that the sum of money so withheld if retained under this clause by the Purchaser shall be kept, withheld or retained as such by the Purchaser till the claims arising out of in the same Contract are either mutually settled or determined by the arbitrator, and the Contractor shall have no claim for interest or damage whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

#### **FINAL BILL**

**43.1** The final bill relating to the Contract shall be prepared only when the Plant has/have been installed and tested for final acceptance under Clause 48.1 to 48.3 and it will include the adjustment of all claims against the Contractor as well as all claims admitted in favour of the Contractor by the Engineer-in-Charge and awarded in his favour by the Arbitrator up to the date of preparation of the final bill.

#### **PAYMENT UPON TERMINATION**

**44.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law. If the total amount due to the Purchaser exceeds any payment due to the Contractor, the difference shall be a "debt" payable to the Purchaser.

**44.2** If the Contract is terminated at the Purchaser's convenience or because of a fundamental breach of Contract by the Purchaser, the Engineer-in-Charge shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law.

#### **PERMITS AND VISAS**

**45.1** The Corporation shall, on application from the Contractor, assist for the issuance of the necessary permits and visas for the Contractor's foreign personnel, if any. The Corporation shall not, however, be responsible for any delay on this account.

#### **REGULATIONS OF LOCAL AUTHORITIES:**

**46.1** The Purchaser shall during the currency of this Contract and in respect of all matters arising out of performance thereof, assist the Contractor in the service of all notices and the obtaining of all consents, approval and permission required in accordance with the regulations and by laws of any local or other authority, if so necessary and applicable to the works, and also in the obtaining of right of way and like facilities from private parties. The Purchaser shall not, however, be responsible for any delay on this account and the Contractor shall not be absolved of any of his contractual obligation whatsoever in this regard.

## DUE DATE OF PAYMENT

**47.1** Payment for erection and commissioning shall be due and payable by the Purchaser in accordance with the provision of clause 41.1 to 41.3 of these General Conditions at the end of the month following that in which value/ quantity of work done is measured and accepted by the Engineer-in-Charge and the amount due is worked out.

## TEST ON COMPLETION

**48.1** Whenever possible, all tests shall be carried out before shipment. Should, however, it be necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the Contractor's representative within reasonable time of the completion of erection.

**48.2** The final tests, as to performance and guarantees, as specified in the Contract shall be carried out by and in the presence of Contractor's representative within a reasonable time of the completion of erection.

**48.3** If the results of these tests shall not come within the margin specified, the tests shall, if required to be repeated after the plant/work is ready for re-test and the Contractor shall repay to the Purchaser all reasonable expenses to which he may be put by such tests.

## REJECTION OF DEFECTIVE PLANTS/WORKS

**49.1** If the completed Plants/Works or any portion thereof, before it is taken over, be found to be defective, or being failed to fulfil the requirements of the Contract, the Engineer-in-Charge shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forthwith make the defect good or alter the same to make it comply with the requirements of the Contract. If the Contractor fails to do so within reasonable time, the Purchaser may reject and replace at the cost of Contractor, the whole or any portion of the Plant/Works as the case may be which is defective or fails to fulfil the requirements of the Contract, such replacement/rectification shall be carried out by the Purchaser within the requirements of the Contract within a reasonable time and at the reasonable price and where reasonably possible to the same specification and under competitive conditions. In case of such replacement/rectification delivered and or erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under the provisions above mentioned for such replacement/rectification and the Contract price for the plant/works so replaced/rectified and also to repay any sum paid by the Purchaser to the Contractor in respect of such defective plant/works.

**49.2** In the event of such rejection, the Purchaser shall be entitled to the use of the Plant/Work in reasonable and proper manner till a time reasonably sufficient to enable him to obtain other replacement plant/carryout the rectification of the Work. During the period the rejected plant/work is used commercially, the Contractor shall be entitled to a reasonable sum of payment for such use. Provided that the decision of the Engineer-in-Charge in regard to quantum of such payment shall be final and binding on the Contractor.

## TAKING OVER

**50.1** Where the specification calls for performance tests before shipment and these have been successfully carried out, the Plant/Work shall be accepted and taken over when it has been satisfactorily put into operation on site or within one month of being ready to be put into operation whichever shall be the earlier and the Engineer-in-Charge shall forthwith issue a Taking Over Certificate.

**50.2** When the Contract clause calls for tests on site, the Plant / Work shall be taken over and the Taking Over Certificate issued immediately after such tests have been satisfactorily carried out.

**50.3** If, for any reason other than the default of the Contractor, such last mentioned test on site shall not be carried out within one month notice by the Contractor to the Purchaser of the Plant/Work being ready for test, the Plant/Work shall be deemed to have been taken over as on the last day of such period and payment due to the Contractor on taking over, shall be made but nevertheless the Contractor shall, if called upon to do so by the Purchaser, but at the Purchaser's expense, make the said tests during the warranty period and accept as aforesaid under the same obligation as specified in clause 48.1 to 48.3.

**50.4** The Engineer-in-Charge shall not delay the issue of any Taking Over Certificate contemplated by this clause on account of minor deficiencies of material or defects in the Plant/Work which do not materially affect the commercial use thereof, provided that the Contractor shall undertake to make good the same in the due course at his own expense.

## **WARRANTY**

**51.1** For a period of 12 (twelve) calendar months commencing upon the setting to work of Plant or 18 months from the date of despatch of equipment (last consignment in case of despatch in parts) to the Purchaser whichever is earlier (called the warranty period), the Contractor shall remain liable to replace any defective parts that may develop in the Plant of his own manufacture or those of his Sub-contractor under the conditions provided in the Contract under proper use and arising solely out of faulty design, materials or workmanship, provided always that such defective parts as are not , repairable at site and are not essential in the meantime to the maintenance in commercial use of the Plant are promptly returned to the Contractor's works at the expense of the Contractor unless otherwise arranged.

**51.2** If it becomes necessary for the Contractor to replace or renew any defective parts of the Plant under this clause, the provisions of the first para, of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be later.

**51.3** If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Contractor in respect of such defects.

**51.4** At the end of the warranty period, the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of such guarantee given to the Contractor by the original manufacturer of such goods.

## **FORCE MAJEURE**

**52.1** In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party effected by such force majeure shall be treated as suspended for the period during which such force majeure lasts.

**52.2** For the purpose of this Contract, force majeure shall include, without limitation, wars, insurrections, civil disobediences, riots, earthquakes, storms, floods, acts of God, which is of such nature as to delay, curtail or prevent timely action by either party.

**52.3** Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72(seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as a satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.

**52.4** Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.

**52.5** If works are suspended by the force majeure conditions lasting for more than two months, the Purchaser shall have the option to cancel, rescind this Contract in whole or part thereof, at its discretion.

## SETTLEMENT OF DISPUTES

**53.1** A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 53.2 has failed, which ever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.

**53.2** No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

### 53.3 Arbitration

Except as otherwise provided in Clause 36.1 hereinbefore, all dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Corporation, in relation to or in connection with the Contract, shall be referred to arbitration in the manner provided as hereunder:

**53.3.1** On receipt of such notice, the Purchaser shall send to the Contractor a panel of three persons and thereafter the Contractor within fifteen (15) days of receipt of such panel, communicate to the Purchaser the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Engineer-in-Charge of the Corporation.

**53.3.2** Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Purchaser then after the expiry of the aforesaid stipulated period, the Engineer-in-Charge shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.

**53.3.3** The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Purchaser shall appoint another person to act as Sole Arbitrator in the same manner as provided in clause 53.3.2 hereinabove. — Such persons shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

**53.3.4** The award of the Arbitrator shall be final and binding on both parties to the Contract. The Arbitrator's fees, as well as the cost of Arbitration proceedings shall be borne equally by either party.

**53.3.5** Irrespective of the amount of claim, the Arbitrator shall give reasons for the award.

**53.3.6** Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.

**53.3.7** The venue of the arbitration proceedings shall be in Delhi or any other suitable and convenient place in India as may be decided by the Learned Arbitrator.

**53.3.8** The Language of arbitration proceedings and of all documents and communications between the parties shall be English.

## **COURT OF COMPETENT JURISDICTION**

**54.1** Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Chandigarh.

## **CONSTRUCTION OF CONTRACT**

**55.1** The Contract shall in all respects be construed and operated, as a Contract as defined in The Indian Contracts Act 1872.

## **BREACH OF CONTRACT**

**56.1** In case of non-performance in any form or shape of the covenants and conditions in this Contract by the Contractor the Corporation shall have power to annul, rescind, cancel or terminate the Contract and upon its notifying in writing to the Contractor that it has so done this Contract shall absolutely determine. The decision of the Purchaser in this regard shall be final and binding.

## **MARGINAL NOTES AND CAPTIONS**

**57.1** The various headings, marginal notes provided in the Contract against various clauses are only for the facility of reference and shall not be taken into account in the construction of any such clause or the Contract.

## **ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE PURCHASER**

**58.1** For all purposes of the Contract, including arbitration there under, the address of the Contractor mentioned in the bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by separate letter containing no other communications and sent by registered post acknowledgement to the Purchaser/ Engineer-in-Charge. The Contractor shall be solely responsible for the consequence of an omission committed on his part to notify a change of address in the manner aforesaid.

**58.2** Any communication or notice on behalf of the Purchaser in relation to the Contract may be issued to the Contractor by the Engineer-in-Charge and all such communications and notices may be served upon the Contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery or by fax at the option of such officer.

## **CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL**

**59.1** All documents, correspondence, decisions and other matters concerning the Contract shall be considered as confidential and of restricted nature by the Contractor and he shall not divulge or allow access thereto to unauthorised person of any kind.

**Annexure-I**

**HINDRANCE REGISTER**

**NAME OF PROJECT:** \_\_\_\_\_

**1. Name of Work:** \_\_\_\_\_

**2. Agreement No.** \_\_\_\_\_

**3. Executing Agency:** \_\_\_\_\_

Sl. No.	Nature /Reason of Hindrance	Item/Component of works which could not be executed on account of this Hindrance	Date of Start of Hindrance	Date of removal of Hindrance	Overlapping period (if any)	Net Hindrance in days	Signature Of Engineer's Representative	Signature of Contractor	Remarks

## Schedules

**Schedule-A Schedule of Quantities and Prices**

**~~Schedule-B Issue of Departmental materials to the Contractor~~**

**Schedule-C Compensation for delay**

**Schedule-D Schedule for chargeable interest rates against advances, completion time, defect liability period, ~~percentages of various components for price variation/adjustment~~**

**Schedule-E Construction Schedule**

**Schedule-F Construction Plant, Equipment & machinery and its Planning Schedule**

**Schedule-G Construction methodology duly supported with broad calculations (separate sheet to be attached)**

**SCHEDULE-A****GENERAL SUMMARY****ABSTRACT****SCHEDULE OF QUANTITIES AND PRICES (BILL OF QUANTITIES)**

Separate **Schedule of 'Quantities and Price (Bill of Quantities)'** attached **Section-VII** of Bid document and shall be filled by the Bidder in E-Tendering mode.

**Signature of Bidder**

**SCHEDULE - B**

**ISSUE OF DEPARTMENTAL MATERIALS TO THE CONTRACTOR**

Sl. No.	Particulars of materials to be issued.	Unit	Stock Issue Rate (Rs.)	Place of issue.
				

**Note:**

Remarks: Penal recovery rate in case of excess consumption of materials shall be 25% more than the prevailing stock issue rates at the time of invitation of bids. Depending upon time required for award works as well as duration of construction period for the work in question the escalation factor shall be duly accounted for while working out the penal recovery rate.

~~Penal recovery rate shall be filled in by the Project at the against each of the material to be issued free of cost by the Employer and the above remarks be deleted in the Bid document.~~

**SCHEDULE -C****SCHEDULE FOR ACHIEVEMENT OF WORK AND COMPENSATION FOR DELAY**

(Refer Clause-18.1 of General Conditions of Contract and Schedule-E)

<b>Sl. No.</b>	<b>Description Mile Stones</b>	<b>Schedule completion period from the date of issue of LOA</b>	<b>Compensation for delay</b>
1.	Completion of works as a whole	<b>120 Days</b>	<b>As per clause No. 7 of SCC (Section-VI)</b>

**SCHEDULE - D**
**Schedule for chargeable interest rates against advances, completion time, defect liability period, percentages of various components for price variation/adjustment**

S.NO	CLAUSE No.	DESCRIPTION	STIPULATION
1	4	Performance Security Deposit	5% of Contract Price
2	3.3	Retention Money	3% of Contract Price
3	13.1.1 of SCC	Mobilisation Advance Limit	<del>5% of Contract Price Sub Clause 13.1.1 (of SCC) Applicable for Works with Estimated Cost of more than 1.0 Cr.</del>
	13.1.1(i) of SCC	Simple interest per Annum on Mobilization Advance	<del>State Bank of India MCLR for 3 years plus margin of 150 basis points as on 28 days prior to Price Bid submission date.</del>
	13.1.1(ii) of SCC	Initial limit	2% of contract Price
4	13.1.2 of SCC	<del>Advance for Construction Equipment limited to</del>	<del>10% of contract Price Sub Clause 13.1.2 (of SCC) Applicable for Works with Estimated Cost of more than 1.0 Cr.</del>
	13.1.2(i) of SCC	Simple interest per Annum on sum advanced for purchase of new equipment	<del>State Bank of India MCLR for 3 years plus margin of 150 basis points as on 28 days prior to Price Bid submission date</del>
5	13 of ITB	Earnest Money Deposit	Rs. 67,000/-.
6	10.2 of ITB	Tenders invited on	<del>Percentage Rate Method or Item Rate Method</del>
7	10.2 of ITB	Schedule of Rate applicable	As per BOQ
8	<del>18.2, (iii) GCC</del> Clause No. 23 of SCC	<b>Contractor's Overheads,*percent Profits, and Supervision Charges</b>	*15%
9	34.4(a)	<del>An addition to Contract Price to account for the materials which is to be issued to the Contractor free of cost by the Employer</del>	<del>25 % per cent</del>
	34.4(b)	Deductibles: 5% of each loss subject to minimum of Rs	

10	<del>34.8 GGG</del>	Public Liability Limits plus Property Liability Limits not exceeding	10% of Contract Sum
11	<del>39.1</del>	Time allowed for execution of the Work as a whole	<b>120 Days</b>
12	<del>43</del>	Defect Liability Period	<b>As per clause No. 8 of SCC (Section-VI)</b>
13	<del>45.11</del>	Interest Rate for Delayed Payment	<u>    8%    </u> per Annum
14	<del>46.1</del>	Price Adjustment/Variation	Applicable for Works having original completion Time of more than six months
		i) <del>Percentage of labour component (other than unskilled) in the Value of Work (L)</del>	<u>        </u> per cent
		ii) <del>Percentage of labour component (unskilled) in the Value of work (U)</del>	<u>        </u> per cent
		iii) <del>Percentage of Material component in the Value of Work (excluding Departmental material) (K)</del>	<u>        </u> per cent
		iv) <del>percentage of POL component in the value of work (P) (Place of Nearest Indian Oil Depot for Diesel Price)</del>	<u>        </u> per cent

**Certificate for compliance of BRSR Policy**

[Certificate to be submitted by Contractors on their letter head on quarterly basis with every RA Bill and Final bill]

Name of the work: .....

-RA Bill No. .... (Period .....) / Final Bill

It is certified that;

We, M/s .....(Name of Contractor) have complied with all the provisions of Business Responsibility and Sustainability Reporting (BRSR) Policy of Employer as per following details:

E/S/G	Topic	Sr. No.	Questions	Response	If Yes, provide link for supporting documents
Environment	Environmental Policies and Processes	1	Does your company have an environment or sustainability policy?	-	-
		2	Does your company have Environment Management System (ISO 14001 or equivalent) in place	-	-
		3	Does your company have climate change strategy in place?	-	-
	Energy & Emission	4	Has your company taken any initiatives to ensure that the energy mix has a dominance of cleaner sources of energy? Has your company set targets on renewable energy procurement?	-	-
		5	Does your company assess, monitor and report its carbon and/or other GHG Emissions (Scope 1, 2 and 3 emissions) through recognised greenhouse gas emission calculation methodology?	-	-
	Waste Management	6	Does your company have written policy/ procedures on waste management?	-	-
		7	Does the company have targets on resource efficiency such as waste minimization, water recycle and reuse?	-	-
		8	Does your company maintain records and monitor the trends of different streams of waste generated including hazardous wastes, plastic waste, batteries waste, e-Waste, etc.	-	-
		9	Has your company identified and signed formal agreements with authorised agencies for disposal of such wastes?	-	-
	Water Management	10	Does your company maintain records of water use and the various water sources?	-	-
		11	Does your company have adequate treatment facilities for raw water, process effluent and sewage?	-	-

E/ S/ G	Topic	Sr. No.	Questions	Response	If Yes, provide link for supporting documents
		12	Does your company conduct periodic quality monitoring of treated wastewater and treated raw water from accredited laboratories?	-	-
<b>Social</b>	<b>Health and Safety</b>	13	Does your company have in place a formal health and safety policy?	-	-
		14	Is your company certified to ISO 45001/ 18001/ 9001?	-	-
		15	Does your company have formal procedure to record, track and monitor accident/ incident that occur in their premises?	-	-
		16	Does your company have an onsite Emergency Response plan (ERP)?	-	-
		17	Does your company regularly inspect the available firefighting equipment such as extinguishers, hydrant system, etc.?	-	-
		18	Does your company conduct regular medical examination for all its employees and workers?	-	-
		<b>Legal Compliance</b>	19	Does your company maintain legal register or tracker to ensure statutory compliances?	-
	20		Has your company obtained valid operating licenses, as required under the national and local laws of the region where they are operating: - Consent to Establish and Operate - Waste Authorization - Factory License - Fire NOC	-	-
	24		Does your company conduct periodic monitoring of emissions such as stack monitoring, ambient noise level monitoring, etc.?	-	-
	22		Did your company receive any showcause or closure notices/ penalties/ fines for non-compliance with respect to EHS and social regulatory requirements?	-	-
	<b>Social (Community engagement and labour conditions)</b>		23	Does your company have a documented policy on the following aspects: - Prohibition of child and forced labour - Sexual harassment - Code of Conduct - Equal Opportunities and non-discrimination - Working hours - Fair and equal wages - Leave policy	-
		24	Does your company pay overtime under legal rate to employees?	-	-
		25	Did your company experience any human rights violation against the surrounding communities in last 5 years?	-	-
	<b>Customer Welfare</b>	26	Does your company provide communication channel/ grievance and remediation action to customers?	-	-

E/ S/ G	Topic	Sr. No.	Questions	Response	If Yes, provide link for supporting documents
	<b>Employee Engagement, Diversity and Inclusion</b>	27	Does your company train its employees in handling and resolving customer complaints?	-	-
		28	Does your company has formal programs on: - Induction training - Refresher training - On job training	-	-
		29	Does your company have KPIs on diversity and inclusion that needs to be achieved during hiring, performance and development / appraisals etc.?	-	-
		30	Does your company conduct a periodic pay equity survey as well as employee satisfaction survey? If yes, how often is this conducted?	-	-
	<b>Supply Chain</b>	31	Does your company follow a sustainable procurement plan or responsible sourcing program?	-	-
		32	Is there an environment and social criteria for screening the suppliers and vendors?	-	-
<b>Governance</b>	<b>Policy and Strategy</b>	33	Does the organization have a formal board diversity policy that clearly requires diversity factors such as gender, race, ethnicity, country of origin, nationality or cultural background in the board nomination process?	-	-
		34	Does your company have a specific ESG budget and ESG training programs?	-	-
	<b>Business Ethics</b>	35	Do your company have written procedures on: - Confidentiality of information - Conflicts of interest - Antitrust/anti-competitive practices	-	-
		36	Did your company face any criminal charges/ litigations/ penalties associated with issues such as anti-bribery, fraud, corruption, unfair labour practices, human rights abuses, and other malpractices?	-	-
		37	Was your company subjected to negative publicity in light of breach of integrity?	-	-
		38	Is your company presently involved in any litigation that could impact its financial stability?	-	-

We M/s ..... (name of company) hereby confirm that the above declared information is true.  
 We M/s ..... (name of company) declare that we accept and are in compliance with the requirements stated in the terms of engagement with NHPC.

**Authorized Representative of Contractor.**

**Certificate for compliance of Integrity Pact and Provisions of Contract**

[Certificate to be submitted by Contractors on their letter head along with each and every bill (whether running or final)]

“Name of the work: .....

RA Bill No. .... (Period .....) / Final Bill

It is certified that;

1. We, M/s .....(Name of Contractor) and M/s ..... (Name of approved Sub-Contractor(s), if applicable) have complied with all the provisions of Integrity Pact contained in the contract agreement of the subject work.
2. The work is being / has been carried out as per provisions of the Contract.

**Authorized Representative of Contractor.**

No. 05/0003/2019-FTS-10937  
Government of India  
Ministry of Finance  
Department of Public Enterprises

Public Enterprises Bhawan,  
Block No. 14, CGO Complex,  
Lodhi Road, New Delhi-110003.

Dated: 14<sup>th</sup> December, 2022

**OFFICE MEMORANDUM**

**Subject: Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) *inter se* and CPSE(s) and Government Department(s)/Organization(s) - Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).**

Whereas guidelines for resolution of commercial disputes between Central Public Sector Enterprises (CPSEs) *inter se* and also between CPSEs and Government Departments/Organizations were issued vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22<sup>nd</sup> May, 2018 followed by clarification dated 4th July, 2018 and 11th July, 2018. These guidelines were further amended vide DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020.

2. And whereas a need has been felt to streamline the existing guidelines with a view to consolidate them and institutionalise a better monitoring mechanism for faster resolution of disputes.

**Now therefore the Revised Guidelines (in supersession of the aforesaid notifications/Office Memoranda) shall be as follows: -**

3. **Replacement of PMA and Applicability: -**

- 3.1 Permanent Machinery of Arbitration (PMA) stands wound up from the date of issue of DPE OM dated 22-05-2018. All pending cases with Sole Arbitrator, PMA and Appellate Authority stand transferred to concerned administrative Ministries/Departments.
- 3.2 A decentralised 'Administrative Mechanism for Resolution of CPSEs Disputes' (AMRCD) having two level (tier) structures shall replace the erstwhile Permanent Machinery of Arbitration (PMA) mechanism of DPE.

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3.3 Any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts *inter se* and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), shall be taken up by either party for its resolution through AMRCD only.

3.4 No appeals are to be made to Cabinet Secretary in such matters, including those in which Sole Arbitrator has passed order before the date of notification of AMRCD, unless the resolution of the disputes has been considered at the level of Administrative Ministry / Department as per procedure prescribed below.

**4. Procedure and Structure of Committees: -**

4.1 At the First level (tier), the disputes shall be arbitrated upon by a Committee comprising of Secretaries of the Administrative Ministries/Departments to which the disputing CPSEs/Parties belong and Secretary, Department of Legal Affairs. In case the two disputing parties belong to the same Ministry/Department, the above said Committee will comprise Secretary of the Administrative Ministry/Department concerned, Secretary, Department of Legal Affairs and Secretary, Department of Public Enterprises. In case of a dispute between CPSE and State Government Department/Organization, the matter shall be arbitrated through a committee comprising Secretary of the Ministry/Department of the Union to which the CPSE belongs, Secretary- Department of Legal Affairs and a Senior Officer (not below the rank of Secretary in the State Government) nominated by the Chief Secretary of the State concerned.

4.2 In case the dispute remains unresolved even after consideration by the above Committee, the same will be referred through DPE at the Second level (tier) to the Cabinet Secretary whose decision will be final and binding on all concerned.

4.3 At the First level (tier), the claiming party (Claimant) will approach the FA of its administrative Ministry/Department for referring the dispute to the DPE through DPE web-portal. The FA of the administrative Ministry/Department of the claimant after initial scrutiny would intimate DPE through DPE web-portal for notification of the constitution of CoS. This may be done within 30 days of the receipt

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of the dispute claim. DPE will notify the constitution of the CoS to all members of CoS and FAs of the concerned administrative Ministry/Department within 15 days of receipt of FA's reference. The meetings of CoS will be organized by FA of claimant party and would be held in the Administrative Ministry / Department of the claiming party to examine the facts and resolve the dispute on merit. The FAs of the concerned Administrative Ministries / Departments will represent the issues related to the dispute in question before the above Committee. After arriving at a decision by the Committee, the Secretary of the administrative Ministry / Department of the claiming party will write down the decision and it will be signed jointly by the two Secretaries and Secretary, Department of Legal Affairs. A copy of the decision will be communicated by the Secretary of the administrative Ministry / Department of the claiming party to each party to the dispute for implementation and also uploaded on DPE web-portal (<http://pesurvey.nic.in>).

- 4.4 In case where one party (1<sup>st</sup> party) to the dispute is a Department /Organization of a State Government, the procedure for admitting the dispute will be the same as above. However, in such cases, all meetings in connection with resolution of the dispute will be held in the Administrative Ministry/Department (Union) of other party (2<sup>nd</sup> Party) irrespective of the position of the 1<sup>st</sup> Party whether as a Claimant or Respondent. The presentation of the issues before the above Committee in this case will be done by the FA of the concerned Administrative Ministry/Department and the nominated officer of the State Government Department/Organization.
- 4.5 The CoS at the first level (tier) shall finalise its decision within three months of the constitution of the Committee by DPE.
5. **Appeal**
- 5.1 Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 30 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department on DPE web-portal. The appeal should be in the form of a concise self-contained Note which should invariably include the comments / views of the Opposite Party (Respondent) through its administrative Ministry / Department.

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5.2 Appeal in reference to resolution of the dispute as per para 5.1 above is to be made to Cabinet Secretary only after exhausting the channel of dispute resolution at the first level (1st tier) of the Committee of Secretaries as per procedure prescribed *ibid*.

5.3 The decision of Cabinet Secretary will be final and binding on all concerned.

## 6. Arbitration Clause

6.1 All CPSEs will ensure inclusion of a clause in all the existing and future commercial contracts between CPSEs, *inter-se* and CPSEs and Government Departments/Organizations as under: -

*"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties."*

6.2 The on-going contracts shall also be suitably amended accordingly.

## 7. Review of Progress:-

7.1 DPE shall be the single point for capturing all details related to AMRCD cases through its web-portal (<http://pesurvey.nic.in/>). DPE shall also provide secretarial assistance to the Cabinet Secretariat in all matters relate to AMRCD including appeal cases.

7.2 The decision taken by the CoS / Appellate Authority will be implemented by the concerned CPSEs within one month from the date of the decision and action taken would be updated on web portal of DPE.

7.3 A monthly status report of pending cases will be sent to Cabinet Secretariat through DPE web-portal. The FA of the concerned Administrative Ministry / Department of the claimant CPSE will get the position updated by 10<sup>th</sup> of the following month so that a consolidated report could be sent by 15<sup>th</sup> of every month to Cabinet Secretariat.

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7.4 The administrative Ministry of the claimant CPSEs will also report the delay in disposal of the cases beyond the stipulated three months' time in their monthly DO to Cabinet Secretariat with reasons of delay and the likely extended date for final disposal.

8. All the administrative Ministries / Departments concerned with Central Public Sector Enterprises/ Govt. Organisations / Port Trusts etc. are requested to bring these consolidated guidelines to the notice of all CPSEs/organisations under their administrative control for strict compliance of the above guidelines including adhering to the timelines stipulated therein.

9. This issues with the approval of the Competent Authority.

  
पवनेश कुमार शर्मा/(Pavanesh Kumar Sharma)

निदेशक/ Director

Tel.:011- 24363066

- (i) Secretary of all Ministries / Departments of the Government of India.
- (ii) Chief Secretary of all the States and Union Territories.

**Copy to:**

Chief Executive of all CPSEs for information and necessary compliance.

**Copy forwarded for kind information to:**

- (i) The Prime Minister's Office, South Block, New Delhi.
- (ii) The Cabinet Secretariat, Rashtrapati Bhawan, New Delhi.
- (iii) PS to the Minister (Finance), Udyog Bhawan, New Delhi.
- (iv) Secretary (DPE), CGO Complex, New Delhi
- (v) Secretary (Law), Department of Legal Affairs, Shastri Bhawan, New Delhi.

  
पवनेश कुमार शर्मा/(Pavanesh Kumar Sharma)

निदेशक/ Director

Tel.:011- 24363066

**SCHEDULE –E****CONSTRUCTION SCHEDULE**  
(To be enclosed on separate sheet)

**SCHEDULE-F**

**CONSTRUCTION PLANT, EQUIPMENT & MACHINERY AND ITS PLANNING SCHEDULE  
(To be furnished by the Tenderer)**

Sl. No.	Name of Equipment	Make & Model	Capacity	Total No. of equipment	Source/ sources of Mobilisation	Year of purchase	Whether New/Old	Hours run	No. of overhauling already done	Value of spares available	No. to be deployed	Remarks
											for Month wise phasing in accordance with	
1	2	3	4	5	6	7	8	9	10	11	12	13

**Note** — Under the head "source/sources of mobilisation", the Contractor would clearly indicate the source(s) of equipment and the time when it could be released from his existing works (s)/contract (s) for work (s) / contract (s) in question. For the new equipment the Contractor would indicate the source of purchase and the likely delivery after placement of order.

**SCHEDULE-G****CONSTRUCTION METHODOLOGY  
(To be submitted in separate sheet)**

**SCHEDULE-H**

*(To be submitted offline along with the bid)*

**Site Visit Report**

**CERTIFICATION OF THE SITE VISIT BY THE BIDDER**

In pursuant to ITB Clause No.5.4 of Tender Specification No.

\_\_\_\_\_

We .....

.....(Name of Bidder) whose registered office is at  
.....

..... declare herewith that our representatives have visited the site of the works on ..... day of ..... 2024 ..... and that we have fully informed ourselves of all conditions, local and otherwise, which may affect the preparation of this bid and the performance of works.

Give names and positions of the representative(s) who took part in the site visit(s):

<b>Name:</b> .....	<b>Signature:</b> .....
<b>Position:</b> .....	<b>Date:</b> .....
<b>Representative of:</b> ..... .....	

<b>Name:</b> .....	<b>Signature:</b> .....
<b>Position:</b> .....	<b>Date:</b> .....
<b>Representative of:</b> ..... .....	

<b>Name:</b> .....	<b>Signature:</b> .....
<b>Position:</b> .....	<b>Date:</b> .....

Representative of:.....	
.....	

*Signature and Seal of bidder-----*

*(Authorised signatory)*

**Countersigned by Head of Project or his Authorized Representative, NHPC Ltd.**

## SECTION V

### FORMS

- Form-1: Agreement Form**
- Form-2: Bank Guarantee format for Earnest Money.**
- Form-3: Format of Insurance Surety Bond for Earnest Money.**
- Form-4: Bank Guarantee format for Performance Security.**
- Form-5: Format of Insurance Surety Bond for Performance Security.**
- Form-6: Bank Guarantee format for Advance Payment.**
- Form-7: Bank Guarantee format for Release/Payment of Retention Money.**
- Form-8: ECS FORM**
- Form-9 Indenture for Secured Advances**

**FORM-1****AGREEMENT FORM**

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

**AGREEMENT**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand ----- between the NHPC LIMITED, registered under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana)-121 003. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, called the 'Employer' which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) of the one part and M/s \_\_\_\_\_ registered under the \_\_\_\_\_ Act and having its principal / registered office at \_\_\_\_\_ (herein after called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) the Agreement
  - b) the Letter of Acceptance issued by Employer;
  - c) the Special Conditions of Contract (SCC);
  - d) the General Conditions of Contract (GCC);

- e) the Technical Specifications;
  - f) the Schedule of Quantities and Price(Bill of Quantities);
  - g) the Tender Drawings;
  - h) the Information for Bidder(s)
  - i) the Safety Manual.
  - j) any other document forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written, at ----- (name of place).

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:

For and on behalf of the Contractor

For and on behalf of NHPC Limited

Signature-----

Signature-----

(Designation)-----

(Designation) -----

Place:

Place:

Witnessed by:

Witnessed by:

Name & Address

Name & Address



**FORM-2****Bank Guarantee Format for Earnest Money**

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

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

(Name of Contract)

**To: NHPC Limited,**  
**NHPC Office Complex, Sector-33,**  
**Faridabad-121003 (Haryana)**

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.
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 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

**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.

**FORM-3****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: NHPC Limited,  
NHPC Office Complex, Sector-33,  
Faridabad-121003 (Haryana)**

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'.

6. 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.

**FORM-4****BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

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

Bank Guarantee No.....

Date.....

To,

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

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 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 Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....(+)...... *[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to

time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the 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 upto \_\_\_\_\_ (+)\_\_\_\_\_.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before \_\_\_\_\_ (@)\_\_\_\_\_.

Dated this .....day of .....20\_.....at.....

WITNESS

..... (Signature).....

(Signature)

.....

(Name)

(Name).....

.....

.....

(Official Address)

(Designation with Bank Stamp)/with staff Authority no.

Complete Address of the Bank with Tele-Fax

**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 issue of Defects liability Certificate as specified in the Contract.

(+) This date will be the date of issue of Defects Liability Certificate.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

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

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

4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

**FORM-5****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,

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

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to

postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

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

- i) Our liability under this Insurance Surety Bond shall not exceed \_\_\_\_\_(\*)\_\_\_\_\_.
- ii) This Insurance Surety Bond shall be valid 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 this .....day of .....20\_.....at.....

WITNESS

..... (Signature).....

(Signature)

.....

(Name)

(Name).....

.....

.....

(Official Address)

(Designation with Stamp of Insurance Company)/with staff Authority no.

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

**Notes: 1.** (\*) This sum shall be five percent (5%) of the Contract Price denominated in the Indian currency.

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

(+) This date will be the date of issue of Defects Liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

5. 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.

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

**FORM-6****BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT**

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

Bank Guarantee No.....

Date.....

To,

*[Employer's Name & Address]*

Dear Sir,

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, resulting into a Contract bearing No. .... dated..... valued at..... for .....*[Name of Contract]*..... (hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting ..... (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We.....*[Name and address of the Bank]*..... having its Head Office at ..... (hereinafter referred to as the 'Bank', 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, immediately on demand any or, all monies payable by the Contractor to the extent of .....*[advance amount]*..... as aforesaid at any time upto .....(@)..... without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

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 vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the

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

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

~~Notwithstanding anything contained herein:~~

- ~~i) Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_.~~
- ~~ii) This Bank Guarantee shall be valid upto \_\_\_\_\_.~~
- ~~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 ..... at .....~~

~~WITNESS~~

~~..... (Signature).....~~

~~..... (Signature)~~

~~.....~~

~~..... (Name) ..... (Name).....~~

~~.....~~

~~.....~~

~~..... (Official Address)~~

~~(Designation with Bank Stamp)/Staff Authority No.~~

~~Complete Address of the Bank with Tele-Fax~~

Dated.....

~~Notes:1. (@) This date shall be ninety (90) days beyond the date of Completion of the Works.~~

~~2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.~~

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

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

~~4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.~~

**FORM-7****BANK GUARANTEE FORM FOR RELEASE / PAYMENT OF RETENTION MONEY**

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

Bank Guarantee No.....

Date.....

To,

*[Employer's Name & Address]*

1. ~~We.....[Name and address of the Bank] ..... having our Registered/Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby undertake and agree to indemnify and keep indemnified the.....[Employer's Name] ..... (hereinafter referred to as "the Employer " which expression shall, unless repugnant to the subject or context, include its administrators, successors and assigns), to the extent of .....[amount]..... on behalf of M/s.....[Contractor's Name]..... with its Registered/Head Office at ..... (hereinafter referred to as "the Contractor) in lieu of an equal cash amount of Retention Money deposited by the Contractor and/or deducted by the Employer from the bills of the Contractor and which the Employer has agreed to substitute with a bank guarantee as hereunder, under the provisions of Contract No.....dt. .... which the Contractor has entered into with the Employer in connection with the construction of..... (Name of Work) at a total cost of..... (Contract Sum) (hereinafter called the 'Contract').~~

2. ~~We, the Bank also do hereby agree to pay unequivocally and unconditionally immediately on demand, in writing, from the Employer, of any amount upto and not exceeding .....[amount]..... to the Employer for any purpose or cause or on any account whatsoever under the provisions of the Contract in which respect the decision of the Employer shall be final and binding on us.~~

3. ~~We, the Bank, further agree that this guarantee shall be valid and binding on us upto and including .....(@)..... and shall not be terminable by notice or any change in the constitution of the said Bank or the Contractor or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations made, given conceded, or agreed with or without our knowledge or consent, by or between the parties to the Contract.~~

4. ~~We also undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of the Employer.~~

5. ~~Our liability under this guarantee is restricted to ..... [amount]..... Our guarantee shall remain in force until .....(@).....~~

6. ~~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~~

In the presence of

Witness \_\_\_\_\_ For and on behalf of the Bank with Staff Authority No.

\_\_\_\_\_ Bank's common seal with complete address including \_\_\_\_\_  
\_\_\_\_\_ Tel./fax. Nos.

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

**Notes:**

1. \_\_\_\_\_

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

2. ~~Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.~~

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

- ~~3. Bank Guarantee is required to be submitted directly to the Engineer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.~~
- ~~4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.~~



Signature of the Authorised

Date:

Official from the Bank

**FORM-9****INDENTURE FOR SECURED ADVANCES**

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

Division ..... Sub division .....

~~THIS INDENTURE made the ..... BETWEEN M/s ..... (hereinafter called the contractor, which expression shall where context so admits or implies be deemed to include his executors, administrators and assigns) of the one part and the NHPC Ltd. (hereinafter called the Corporation which expression shall where the context so admits or implies be deemed to include its successors in office and assigns) of the other part.~~

~~WHEREAS by an agreement no..... dated ..... (hereinafter called the said agreement) the Contractor has agreed.~~

~~AND WHEREAS the Contractor has applied to the Corporation that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the constructions of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Corporation has agreed to advance to the Contractor the sum of Rupees ..... on the security of material the quantities and other particulars of which are detailed in part II of the Running Account Bill (B) for the said works signed by the Contractor on ..... and the Corporation has reserved to itself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.~~

~~NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees ..... on or before the execution of these presents paid to the Contractor by the Corporation (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Corporation and declare as follows:~~

~~(1) That the said sum of Rupees ..... so advanced by Corporation to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.~~

~~(2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Corporation as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Corporation against all claims to any materials in respect of which an advance has been made to him as aforesaid.~~

~~(3) That the materials details in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be~~

used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer-in-charge and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer in charge. In the event of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer in charge.

(5) That the said materials shall not on any account be removed from the site of the works except with the written permission of the Engineer in charge.

(6) That the advance shall be repayable in full when or before Contractor receives payment from the Corporation of the Price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payment are made to the Contractor on account of work done then on the occasion of each such payment the Corporation will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Corporation shall immediately on the happening of such default be repayable by the Contractor to the Corporation together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages, and expenses incurred by the Corporation in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Corporation to repay and pay the same respective to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayments to the Corporation of the said sum of Rs..... and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance there with the Corporation may at any time thereafter adopt all or any of the following courses as he may deem best:

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Corporation on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Corporation under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of the default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not

been hereinbefore expressly provided for the same shall be referred to the Engineer in charge whose decision shall be final and the provision of the Indian Contract Act for the time being in force shall apply to any such reference. IN WITNESS whereof the said .....and .....by the order under the direction of the Corporation have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by.....

The said Contractor

in the presence of—

Signature .....

Witness Name .....

Address .....

Signed by .....

by the order and direction of the NHPC Limited in the presence of—

Signature .....

Witness Name .....

Address .....

**FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY THE EMPLOYER FOR PERFORMANCE OF ITS CONTRACT**

**(On Non-Judicial stamp paper of appropriate value)**

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this.....day of .....20

..... by .....(*Contractor's Name*) a Company registered under the Companies Act, 1956/2013/Partnership firm/Proprietary concern having its Registered Office at.....(hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of NHPC Ltd, a Company incorporated under the Companies Act, 1956 having its Registered Office at Faridabad (India) and its Teesta V Power Station in the Gangtok District in the State of Sikkim (India) respectively, (hereinafter called "NHPC") which expression shall include its successors and assigns):

WHEREAS Teesta V Power Station of NHPC Limited has awarded to the Contractor a Contract for ..... vide its Notification of Award/Contract No.....dated ..... and its Amendment No.

..... (hereinafter called the Contract") in terms of which Teesta V Power Station of NHPC is required to hand over **02 Nos Damaged Servo Motors** to the Contractor for execution of the Contract.

And WHEREAS by virtue of **Clause No. 10 of Special Conditions of Contract (SCC)**, the Contractor is required to execute an Indemnity Bond in favour in Teesta V Power Station of NHPC for the MIV Servomotors handed over to it by Teesta V Power Station of NHPC for the purpose of performance of the Contract (hereinafter called the "MIV Servomotors")

NOW THEREFORE, this Indemnity Bond witnesseth as follows:

1. That in consideration of "MIV Servomotors" as mentioned in the Contract, valued at (*Amount (INR) in figures*)..... (*Amount (INR) in words*) ..... (*Mention the value of the MIV Servomotors*) to be handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep Teesta V Power Station of NHPC indemnified, for the full value of the MIV Servomotors. The Contractor hereby acknowledges actual receipt of the of the MIV Servomotors. Further, the Contractor agrees to acknowledge actual receipt of the subsequent receipt of the MIV Servomotors as required by Teesta V Power Station of NHPC in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. The Contractor shall hold the MIV Servomotors in trust as a "Trustee" for and on behalf of Teesta V Power Station of NHPC.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the MIV Servomotors at his site against all risks whatsoever till the MIV Servomotors are duly taken over by Teesta V Power station in accordance with the terms of the Contract. The Contractor undertakes to keep Teesta V Power station of NHPC harmless against any loss or damage that may be caused to the MIV Servomotors.
3. The Contractor undertakes that the MIV Servomotors shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the MIV Servomotors shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That Teesta V Power Station of NHPC is and shall remain the exclusive Employer of the MIV Servomotors

free from all encumbrances, charges or liens of any kind, whatsoever. The MIV Servomotors shall at all times be open to inspection and checking by the Engineer-in-charge or other employees/agents authorised by him in this regard. Further, Teesta V Power Station of NHPC shall always be free at all times to take possession of the MIV Servomotors in whatever form the MIV Servomotors may be, if in its opinion, the MIV Servomotors are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of Teesta V Power Station of NHPC to return the MIV Servomotors without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the MIV Servomotors or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in- Charge of NHPC as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged MIV Servomotors at its own cost and/or shall pay the amount of loss to Teesta V Power Station of NHPC without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to Teesta V Power Station of NHPC against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of Teesta V Power Station of NHPC, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

## SECTION-VI

### SPECIAL CONDITIONS OF CONTRACT (SCC)

**SPECIAL CONDITIONS OF CONTRACT**

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

1. All the drawing enclosed along with the tender documents is for tendering purpose only.
2. Any problem related to the said works not connected with the Deptt. directly or indirectly is to be dealt and solved by the contractor for which Deptt. will not be responsible.
3. All materials are to be arranged and supplied by the contractor.

4. **Completion Time:** The above work shall be completed in **120 days** from the date of issue of LOA including to & fro transportation period of the Servomotors from Power Station to Ex-shop / Contractor's premises. The firm should depute their representative immediately for transportation of damaged MIV Servomotors.

For carrying out inspection (strictly as per QAP) at firm's premises by NHPC representative, the firm should intimate probable date of inspection well in advance, i.e. at least 8-10 days before the tentative date of inspection which is also included in the above mentioned completion time of 120 days.

5. The technical specification as attached for execution of work is for guidance purpose only. The actual methodology / technical specification may be varied / change as per requirement of work. The decision of Engineer-In-Charge in this regard shall be final and binding.

6. **Payment: TERMS OF PAYMENT: Clause no 41.1 of GCC is deleted and is replaced as below:-**

100% Payment shall be made to the contractor within 45 days from the date of receiving / acceptance\* of all or 90% of awarded value of respective repaired MIV servo motor at Teesta-V Power Station and subsequent submission of following documents:

- (i) Submission of invoice / e-invoice.
- (ii) Dispatch clearance issued by NHPC as per approved QAP.
- (iii) E-way bill.
- (iv) Complete inspection report as per approved QAP.
- (v) Performance Security Deposit as per LOA / GCC Clause.
- (vi) Form GSTR-3B
- (vii) ITR of previous financial years.

Balance payment if any shall be made within 45 days after successful completion of the work as per contract.

***\*Day of Acceptance means – day of 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.***

7. **LIQUIDATED DAMAGES (LD): Clause no 18.1 of GCC is deleted and is replaced as below:**

The contractor has to take all efforts to complete the work in stipulated time as per contract subject to satisfaction of EIC. If the contractor fails to complete the work within the schedule completion period as specified, the contractor shall be liable to pay LD @ 0.5% of the contract sum per week for the period of delay subject to maximum 10% of the contract sum.

8. **DEFECT LIABILITY PERIOD:** : Clause no 51.1 of GCC is deleted and is replaced as below:-  
The defect liability period shall be 12 (Twelve) months from the certified date of completion of work.
9. **Transit Insurance:** The transit insurance for Transportation of damaged MIV Servomotors from NHPC site to works site and back to NHPC site shall be ensured by the Contractor before lifting the material from NHPC's premises. Amount on account of transit insurance has to be borne by the contractor. Documents in this regards are to be submitted to Engineer in charge at the time of handing over the material.
- 10. Inspection and Quality control:**
- 16.1 The bidder should strictly follow the steps of QAP so as to achieve the specified dimension, profile and surface finish of manufactured / repaired materials as per the drawing, specifications and to the satisfaction of Engineer In-charge (EIC) or his authorized representative. Inspections will be carried out as per approved QAP provided by NHPC Limited. Suitable devices/instruments required for direct and correct measurement of different dimensions (such as micrometer, venire of digital instruments etc.) to be arranged by the firm. Relevant test reports (as mentioned in the QAP/TS), duly verified, are to be submitted along with the material as a part of dispatch documents.
- 16.2 The firm shall submit the test report of materials. Testing to be got done through NABL certified laboratories.
11. **Indemnity Bond:** An Indemnity Bond duly notarized amounting to ₹ 35.00 Lakh (Rupees Thirty Five Lakh) only shall be submitted by the Contractor to the E.I.C. against the damaged MIV Servomotors before lifting the material from the premise's of NHPC, Balutar.
- In order to honor indemnity bond, successful bidder will have to take insurance cover of adequate value covering loss/damage as described under sl no 5 of indemnity bond immediately after receipt of the handed over guide vanes at employer's premises i.e. at Power House, Teesta-V Power Station which may be sent by the contractor through email and hard copy may be handed over to NHPC inspector or before release of payment.
12. The contractor shall take utmost care in handling, placing in position of departmental materials, for any damage due to mishandling of department materials by the contractor, recovery shall be made at double the rate of stock issue rate of the component or market rate.
13. **Termination of Contract:** Corporation reserves the right to terminate the contract in full or part if the contractor breaches any of terms and condition of the contract.
14. **Court of Competent Jurisdiction:** Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Sikkim at Gangtok.
15. NHPC reserves the right to cancel the order at any time without assigning any reason for such decision.
16. **CONSIGNEE:**
- Engineer-in-Charge
17. **PAYING AUTHORITY:**
- DGM (Fin.), Teesta-V Power Station.
18. **Scope of work:** As per Annexure-I of SCC.

19. **Technical Specifications:** As per Section-VIII of Tender Documents.

20. In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:

- a) Agreement;
- b) Letter of Acceptance ;
- c) Special Conditions of Contract;
- d) General Conditions of Contract;
- e) Bill of Quantities;
- f) Technical Specifications;
- g) Contractor's Bid;
- h) Tender Drawings;
- i) Safety Manual.
- j) Any other document forming part of the Contract

21. Clause No. 10.3 of ITB (Section-III) is replaced with:

10.3 "All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, as applicable 28 days prior to deadline for submission of Bid, shall be included in the rates, prices, and total Bid price submitted by the Bidder. All applicable taxes / duties including GST as applicable and assessed 28 days prior to bid submission date on the Employer shall also be included in the prices / rates, which shall be deposited by the contractor and the same will be reimbursed by the Employer on submission of documentary evidence. Employer will not entertain any claim whatsoever on this account.

All the bidders should ensure that they are GST compliant and their quoted tax structure /rates are as per GST Law. As per the GST Act the bid must show the GST Tax Rates and GST Amount explicitly.. The bidder has to declare the applicable/considered GST Tax structure in 'Letter of Tender Form' (Form-2)

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

22. Clause No. 39.1 of GCC (Section-IV) is replaced with:

39.1 The Contractor shall insure the plant and equipment to be supplied by him and shall keep it insured against loss by theft, destruction or damage by fire, flood, under exposure to the weather, or riots, civil commotion, war or rebellion, or any other kind of loss or damage during transit for the full value of the plant from the time of dispatch and upto the time of its erection and successful Testing and Commissioning ~~and upto its warranty period as per clause 51.1 to 51.4 of GCC.~~

23. New clause Added.

- I. The rates already provided in the Schedule of Quantities and Prices, shall apply in respect of the same item(s) of work to be executed due to Variation in BOQ quantities, subject to the condition that the Variation so ordered do not exceed (+) 25% (plus twenty-five percent) in respect of quantities of individual items appearing in the Bill of Quantities. However, the quoted rates shall hold good for all minus Variations.
- II. In case of items for which rates are not available in Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.
- III. In the cases, where analogous items are not available in the Bill of Quantities and, such items shall be termed as extra items and the rates for such items and also for quantities of individual items appearing in the Bill of Quantities exceeding the prescribed limits as mentioned in clause (i) above, the Contractor, within 15 days (or as agreed by the Engineer) of receipt of order to execute such items shall submit rate analysis to the Engineer-

in-Charge supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and taxes, levies if paid), actual wages for labour and ownership & operational cost of Construction Equipment as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/Equipment actually engaged for the particular work. The engineer-in-charge shall within 16 weeks of receipt of the such claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates based on the norms as mentioned in this clause. The standard norms for Equipment and labour specified herein shall mean those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India and if not available therein, then of State's Public Works Department. Standard norms for machinery use shall mean those of Bureau of Indian Standards (IS 11590:1995- Latest Version) and if not available therein, then those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India.

Over and above the cost of labour, material arranged by the Contractor and ownership & operational cost of Equipment, an element of ----- (Such percentage as specified in Schedule D) shall be allowed to cover the Contractor's overheads, profits, and supervision charges. However, for materials issued by the Employer to the Contractor and/or Construction Equipment supplied on rental charge(s) by Employer to the Contractor for execution of Works, the Contractor shall be entitled to ----- (Such percentage as specified in Schedule D) of such costs to cover transportation, overheads, supervision, profit etc. The new rate shall be applicable only for the executed quantity exceeding 1.25 times the BOQ Quantities. The Engineer-in-Charge shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor."

24. The definition of '**Commissioning**' as mentioned at Clause No. 1.1 (iii) of GCC has been replaced with "Commissioning' shall mean the satisfactory operation of the equipment/work as specified, after all necessary initial tests, checks and adjustments required at site, if any, have been satisfactorily completed.

## 25. Other terms and condition

1. All the labour forces are to be engaged from the state of Sikkim and if the specialized quality workmen is not available, then the same may be arranged from outside. But on completion of the job, the contractor has to send back the non-Sikkimese Labour.
2. Any problem related to the said works not connected with the NHPC directly or indirectly is to be dealt and solved by the contractor for which NHPC will not be responsible.
3. If any taxes, Octroi, permission, fines & liabilities from Central/State statutory for transport/running the equipment at dam site will be arranged and borne by the contractor. Contractor shall pay all taxes properly and lawfully assessed or imposed on Contractor by any authority in connection with the carrying out services under the contract. Necessary clearances of equipment/manpower for entry into Sikkim state is to be arranged by the contractor.
4. The construction equipment/machinery should be in the custody and possession of the contractor. The safety, security and insurance of the equipment and manpower are contractor's risk.
5. It is obligatory for the contractor to obtain license under interstate migrant workmen Act 1979 from the Licensing Officer, Labour Department, Govt. of Sikkim, in case the labour employed is 5 or more. Failure to comply with the labour Act may attract penal action.
6. The contractor shall ensure all the safety measures during the execution of work and in case of any mishap, all financial liabilities shall be borne by the contractor as per workmen compensation act.
7. The contractor shall provide persons with good manners who would perform the job as directed by Engineer-in-charge or his authorized representatives. In case, it is found that the behaviour of the personnel is not up to the mark, such persons shall be removed immediately from the site. The deputed persons shall not indulge in any unlawful activities in and around the project areas.

8. The estimated quantity of work may increase/ decrease during execution of any extent. Payment against the work shall be released as per the actual quantity of work executed. The positive deviation shall deal with Clause No. 13 of GCC. In case of individual quantity deviating in the lower side (negative deviation) no revision of the rate will be done for such items. The decision of EIC shall be final and binding.
9. All applicable taxes/duties including GST as applicable and assessed on the Employer shall also be included in the prices/rates, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer.
10. Income tax shall be deducted from the bills as per the present tax rules of Central Govt.
11. The rates should be inclusive of EPF, GST& Insurance. However, contractor has to submit the proof Payment of EPF & Insurance and GST at the time of RA / Final bills. The contractor has to ensure that payment of wages to contract labourers is made preferably through account payee cheque /ECS.
12. All other rules of Govt. of Sikkim should be maintained.
13. The progress of the work by the contractor shall be reviewed by Engineer-in-Charge or his authorised representative time to time during execution of the work. Corporation reserve the right to terminate the contract in full or part if the contractor breaches any of terms and condition of the contract or the work is not found satisfactory. In such cases and abandonment of the work by the contractor during execution of the work, NHPC shall be at its liberty to forfeit the security deposit as per contract.
14. All materials, labours, Equipments, T&P etc. are to be arranged and provided/supplied by the contractor as per the provision of contract to successfully complete the work to the satisfaction of Engineer-in-Charge.
15. Contractor is instructed to comply with all applicable mandatory legal requirements in supplying of goods/ providing services to Teesta-V Power Station, NHPC Ltd Singtam relating to environment and occupational health and safety.
16. The above mentioned requirement is minimum and NHPC reserves the right to ask for additional information.

**Dy. General Manager (Elect.)**  
**Contract Division**  
**Teesta-V Power Station, Balutar**

**Annexure-I of SCC**
**Subject: Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station.**
**Scope of Work for Repair of 02 Nos. of retrieved MIV Servomotors.**
**1.0 SCOPE OF WORK**

1.1 This specification covers the scope of work for repair of MIV Servomotors of 170 MW Francis turbines (**Weight of MIV Servomotor: - 5.2 Ton (approx), Diameter: - 558mm, Length: - 4098.4mm**) of Teesta-V Power Station, Singtam, Balutar, Sikkim as per enclosed drawing.

S. No.	Description of work
A	<p><b>MIV Servomotor 1 &amp; 2</b></p> <ol style="list-style-type: none"> <li>1. Lifting and transportation of One (01) nos. MIV Servomotor from NHPC Ltd., Teesta-V Power Station, Balutar, Singtam, Sikkim to the repairer agency and back after completion of work in all aspects.</li> <li>2. Removing of hydraulic pipe lines, O-ring, back up ring, hex socket head screws, wedge, pivot pin etc.</li> <li>3. Dismantling of Piston rod of MIV servomotor.</li> <li>4. Cleaning of Inlet Oil port, Outline Oil port, piston rod and inside the barrel/cylinder etc.</li> <li>5. Honing/polishing of piston and piston barrel/cylinder.</li> <li>6. Coating of Hard chromium of 0.04 mm as per drawing.</li> <li>7. Replacement of all required seal for assembly of MIV Servomotor.</li> <li>8. Replacement of hydraulic pipe lines for both end of MIV servomotor.</li> <li>9. Material shall be tested from NABL certified laboratory for material composition.</li> <li>10. Checking of freeness of pivot pin in self lubricating bearing after assembly.</li> <li>11. Finally assembling of wedge, back up ring, O-ring, hex socket head screws, hydraulic pipe lines etc and pressure testing of Servomotor assembly.</li> <li>12. Pressure test at 20.6 MPA shall to be carried out after final assembly work as per QAP.</li> <li>13. Any other work if necessary to rectify the MIV Servomotors shall be carried out by the repairer agency.</li> </ol>
B	<p>The relevant available drawing in the power station is enclosed herewith. The detailed engineering/manufacturing drawing of hydraulic pipe are not available with the power station. The manufacturer/supplier shall undertake re-engineering and prepare detail engineering drawing, as per attached drawing.</p> <p>After preparation of engineering drawings (hydraulic pipe), one copy of same shall be submitted to NHPC Ltd., Teesta-V Power Station, Balutar, Singtam, Sikkim. It is pertinent to mentioned that the MIV servomotor was retrieved from the central store which was submerged from debris/sand subsequent to flash flood occurred in Teesta River on 04.10.2023.</p>

The bidder may visit the Power House to access the actual damage condition of MIV Servomotors at Teesta-V Power house, Sikkim before submitting their offer. To and fro charges shall be borne by the bidders.

**Dy. General Manager (Elect.)  
Contract Division  
Teesta-V Power Station, Balutar**

## QUALITY ASSURANCE PLAN (QAP)FOR REPAIR OF RETRIEVED MIV SERVOMOTORS

SL NO	ACTIVITIES	MATERIAL/PROCESS/EQUIPMENT TO BE USED	TYPE TO CHECK	QUANTAM OF CHECK	REF.DOC./STD	RECORD FORMAT	INSPECTING AGENCY	
							FIRM/SUB VENDOR	NHPC
<b>A. DURING MANUFACTURING OF MATERIALS</b>								
1	MANUFACTURING OF SELF LUBRICATING BEARING(BUSH)	Cu-Pb 10-Ni3	CHEMICAL AND MECHANICAL PROPERTIES	AS PER DIM./DRG./TS	TECH SPEC.	TEST REPORT (NABL)	PERFORM	VERIFY
2	MANUFACTURING OF PIVOT PINS	X20 CR13	CHEMICAL AND MECHANICAL PROPERTIES	AS PER DIM./DRG./TS	TECH SPEC.	TEST REPORT (NABL)	PERFORM	VERIFY
3	MANUFACTURING OF OIL PIPELINE(Seamless)	X2 Cr Ni Mo(17-12-2)	CHEMICAL AND MECHANICAL PROPERTIES	AS PER DIM./DRG./TS	TECH SPEC.	TEST REPORT (NABL)	PERFORM	VERIFY
<b>B. AFTER MANUFACTURING AND BEFORE FITTING</b>								
4	FINAL DIMENTIONS OF SELF LUBRICATING BEARING AND PIVOT PINS	MICRO METER/DIGITAL INST.ETC	VISUAL/DIMENTIONA L	AS PER DIM./DRG./TS	TECH SPEC./ DRAWING	JIR	PERFORM	WITNESS *
<b>C. AFTER REPAIRING OF PISTON ROD</b>								
5	DIMENSIONS MEASUREMENT OF PISTON ROD	MICRO METER/DIGITAL INST.ETC	VISUAL/DIMENTIONA L	AS PER DIM./DRG./TS	TECH SPEC./ DRAWING	JIR	PERFORM	WITNESS *
6	THICKNESS MEASUREMENT OF CHROMIUM PLATING	digital surface thickness	VISUAL/DIMENTIONA L	AS PER DIM./DRG./TS	TECH SPEC./ DRAWING	JIR	PERFORM	WITNESS *

7	CHECKING OF SURFACE ROUGHNESS	roughness measurement devices	VISUAL/DIMENTIONA L	AS PER DIM./DRG./TS	TECH SPEC./ DRAWING	JIR	PERFORM	WITNESS *
8	BOND STRENGTH, MICRO HARDNESS	Testing	MECHANICAL TEST	AS PER DIM./DRG./TS	TECH SPEC./ DRAWING	JIR	PERFORM	WITNESS *
<b>D. AFTER SHRINK FITTING OR ANY OTHER SUITABLE MEANS OF SELF LUBRICATION BEARING AND PIVOT PINS</b>								
9	CHECKING OF FREENESS MOVEMENT OF SERVOMOTOR	VISUAL	VISUAL/DIMENTIONA L	AS PER DIM./DRG./TS	TECH SPEC./ DRAWING	JIR	PERFORM	WITNESS *
10	PRESSURE TESTING OF ASSEMBLY	SUITABLE COMPONENT TO BE FABRICATED BY THE FIRM	VISUAL	AS PER DIM./DRG./TS	TECH. SPEC.	JIR	PERFORM	WITNESS *

\*THE MEASURMENT WHICH ARE STRICTLY WITNESSED BY NHPC REPRESENTATIVE AS PER ABOVE.DIMENTIONS ARE TO BE MEASURED ACCURATELY,SO SUITABLE DEVICES REQUIRED SUCH OF MICROMETER,VERNIER ETCO SHALL BE ARRANGED BY THE FIRM

NOTE: 1. SPOT INSPECTION WILL BE CARRIED OUT BY THE NHPC REPRESENTATIVE AS & WHEN REQUIRED AND SOLELY DEPENDS UPON THE DECISION BY THE POWER STATION

2. TRANSPORTATION OF THE MATERIALS IS UNDER THE SCOPE OF THE FIRM, PROPER PACKING IS TO BE DONE TO AVOID ANY DAMAGES / DEFORMATION OF THE REPAIR MIV SERVOMOTOR DURING TRANSPORTATION.THE MATERIALSHOULD REACH TO THE DESTINATION IN GOOD CONDITION.

**SECTION-VII****SCHEDULE-A****SCHEDULE OF QUANTITIES AND PRICES  
(BILL OF QUANTITIES)**

**SECTION - VII  
SCHEDULE OF QUANTITIES AND PRICES (BILL OF QUANTITIES)**

(Schedule-A)

**Name of work: "Repair of two numbers of retrieved Servomotors of MIV of Teesta-V Power Station."**

Item No.	Item Description	Unit	Qty	Rate in figure	Rate in words	Amount (Rs)	HSN/SAC Code
1.0	Complete repair of of retrieved MIV Servomotor as per scope of work (Annexure-I of SCC (Section-VI)).	Nos	2	<b>To be quoted electronically In CPP Portal</b>			998719
	Total (E)						

**Notes:- 1) SAC Code of BOQ Items of Contract: 998719.**

**2) Quoted Rates should be inclusive of all taxes including applicable GST, transportation charge, local octroi & all other charges and should be quoted in E-Procurement portal electronically.**

## SECTION-VIII TECHNICAL SPECIFICATION AND SAFETY MANUAL

**(Safety manual is the part of tender document. The same is available with NHPC & which can be seen with Engineer- in -charge after award of work.)**

Technical details for repairing of MIV Servomotors are here as under:

Item S.No	Description	Qty	Material	Remarks
i	MANUFACTURING OF SELF LUBRICATING BEARING(BUSH)	02 Sets.	Cu-Pb 10-Ni3	For each Servomotor
ii	MANUFACTURING OF PIVOT PINS	02 Nos.	X20 CR13	

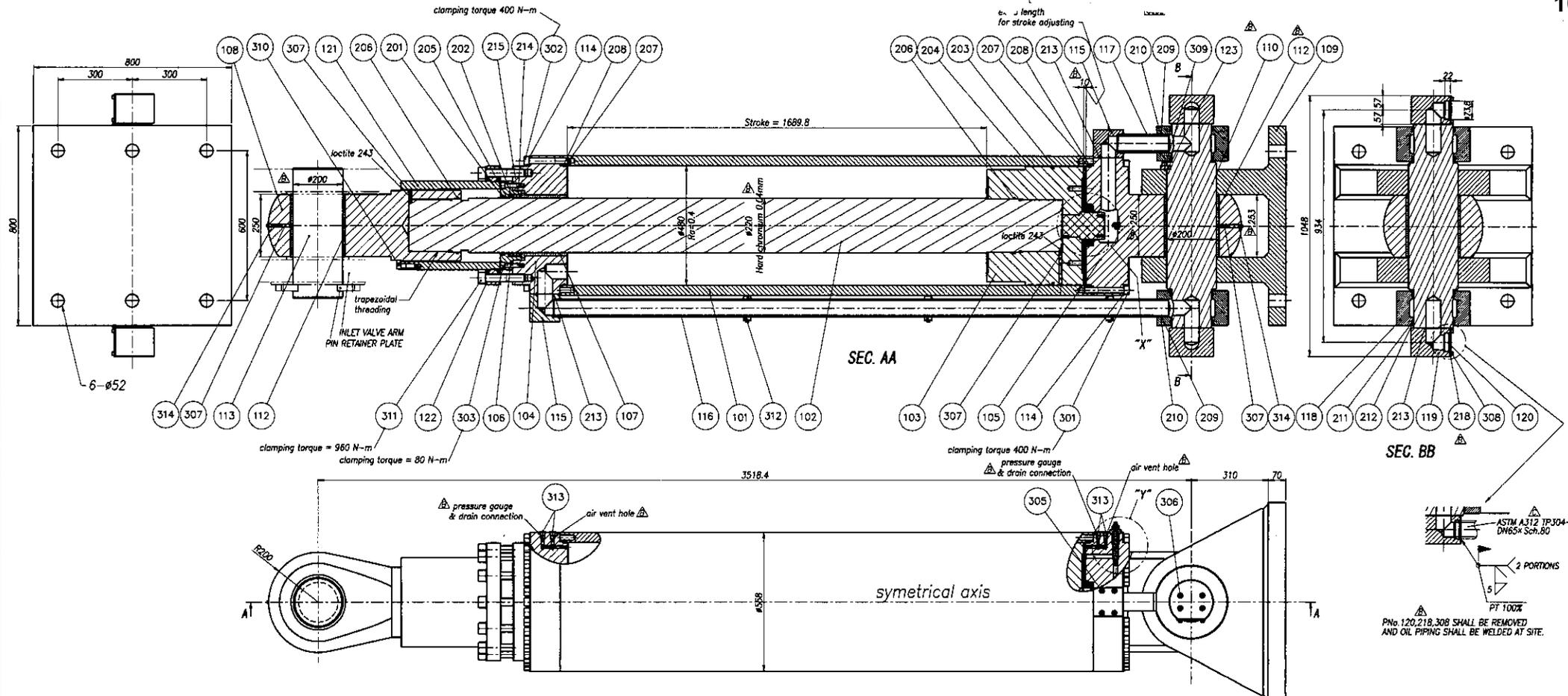
Note: Repairing of Servomotors shall be carried out as per attached drawing, QAP and specifications.

**Hard Chromium Plating:** Piston Rod of MIV servomotor# 2 should be coated with hard Chromium Plating with the following specification:

- |                         |                       |
|-------------------------|-----------------------|
| i) Thickness of Coating | : 40 micron           |
| ii) Hardness of Coating | : 800 to 1000 HV      |
| iii) Smoothness         | : 0.4 Ra or better    |
| iv) Bond Strength       | : 35000 psi or better |

## SECTION-IX

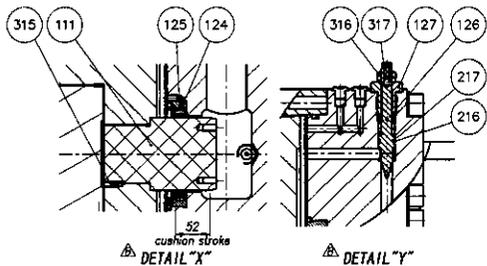
### Drawings



ASTM A312 TP304-s  
DN65K Sch.80  
2 PORTIONS  
PF TOOL  
Pno. 120,218,308 SHALL BE REMOVED  
AND OIL PIPING SHALL BE WELDED AT SITE.

NOTE  
1. SERVO MOTOR CAN BE LOCKED BY PNO. 311 HEX. SOCKET HEAD SCREW AT THE FULL CLOSED POSITION.  
2. REFERENCE DRAWING  
1K0004683 ITV-43800 INLET VALVE  
1K0004694 FOUNDATION LAYOUT OF 43800 INLET VALVE

CYLINDER BORE	480 mm
PISTON DIA.	420 mm
STROKE	1689.8 mm
DESIGN PRESSURE	13.7 MPa
NORMAL OPERATING PRESSURE	6.8-7.0 MPa
TEST PRESSURE	20.8 MPa
LEAKAGE TEST PRESSURE	7.0 MPa



PNO.	NAME OF PARTS	MATERIAL COND.	QTY	REMARKS
101	BODY	ST 52.3	1	
102	ROD	C 45	1	
103	PISTON	C 45	1	
104	FRONT HEAD	C 45	1	
105	BACK HEAD	C 45	1	
106	SEAL RETAINER	C 45	1	
107	ROD GUIDING BUSH	Cu-Pb 10-Ni3	1	
108	FRONT TENON	C 45	1	
109	BACK CLEVIS	ST 52.3 II	1	
110	PIVOTED PIN	X20Cr13	1	
111	DAMPER	C 35	1	
112	SELF-LUBRICATING BEARING	Cu-Pb 10-Ni3	2A	
113	PIVOTED PIN	X20Cr13	1	
114	WASHER	42 Cr Mo 4	72	
115	SQUARE FLANGE	X20Cr Ni Mo 17-12-2	2	
116	HYDRAULIC PIPE	X2Cr Ni Mo 17-12-2	1	SEAMLESS
117	HYDRAULIC PIPE	X2Cr Ni Mo 17-12-2	1	SEAMLESS
118	ROTARY JOINT	X2Cr Ni Mo 17-12-2	2	
119	SQUARE FLANGE	X2Cr Ni Mo 17-12-2	2	
120	ORBITATION PLATE	ST 37.2	2	FOR TRANSPORTATION
121	LOCKING DEVICE	ST 52.3	1	
122	WASHER	42 Cr Mo 4	12	
123	WEDGE	ST 37.2	1	
124	INUT	C 35	1	
125	DAMPER BUSH	GC25	1	
126	ADJUSTING SCREW	X20Cr Ni Mo 17-12-2	1	
127	INUT	X2Cr Ni Mo 17-12-2	1	

PNO.	NAME OF PARTS	MATERIAL COND.	QTY	REMARKS/SUPPLIER/SCREW SIZE
201	IMPER	POLYURETHANE	1	FREUDENBERG
202	ROD SEAL	COTTON FABRIC/NBR	1	WALKER
203	PISTON SEAL	POLYURETHANE+NBR	1	BUSAK
204	GUIDING BUSH	OKROT C360	6	BUSAK
205	GUIDING BUSH	OKROT C360	1	BUSAK
206	O-RING	NBR 70-80 sh	2	REPACK-S
207	O-RING	NBR 70-80 sh	2	REPACK-S
208	BACK UP RING	NBR 90 sh	2	REPACK-S
209	O-RING	NBR 70-80 sh	2	REPACK-S
210	BACK UP RING	NBR 90 sh	2	REPACK-S
211	O-RING	NBR 70-80 sh	4	REPACK-S
212	BACK UP RING	PTFE	4	REPACK-S
213	O-RING	NBR 70-80 sh	4	REPACK-S
214	O-RING	NBR 70-80 sh	1	REPACK-S
215	BACK UP RING	NBR 90 sh	1	REPACK-S
216	O-RING	NBR 70-80 sh	1	REPACK-S
217	BACK UP RING	NBR 90 sh	1	REPACK-S
218	RUBBER SHEET	RUBBER	2	FOR TRANSPORTATION
301	HEX SOCKET HEAD SCREW	TYPE 10-9	36	M22 x 160
302	HEX SOCKET HEAD SCREW	TYPE 10-9	36	M22 x 160
303	HEX SOCKET HEAD SCREW	TYPE 8-8	18	M16 x 60
304	HEX SOCKET HEAD SCREW	STAINLESS STEEL A2A	8	M12 x 120
305	HEX SOCKET HEAD SCREW	STAINLESS STEEL A2A	8	M12 x 120
307	HEX SOCKET SET SCREW	STAINLESS STEEL A4A	4	M12 x 40 with dog point
308	HEX SOCKET HEAD SCREW	TYPE 8-8	8	M8 x 16, FOR TRANSPORTATION
309	HEX SOCKET HEAD SCREW	TYPE 8-8	2	M12 x 35
310	HEX SOCKET HEAD SCREW	TYPE 8-8	1	M16 x 60
311	HEX SOCKET HEAD SCREW	TYPE 10-9	12	M30 x 160
312	PIPE CLAMP	STEEL	3	
313	PLUG	STEEL	4	R-3/8
314	HEX SOCKET SET SCREW	STAINLESS STEEL A4	2	M12 x 60 with flat point
315	HEX SOCKET SET SCREW	TYPE 45H	2	M8 x 16 with flat point
316	INUT	STAINLESS STEEL A4	1	M16
317	HEX SOCKET HEAD SCREW	STAINLESS STEEL A2	1	M8 x 16

NATIONAL HYDROELECTRIC POWER CORPORATION LIMITED

MIV SERVO MOTOR  
NHPC TEESTA H.E. PROJECT