



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5798145  
Dated/दिनांक : 09-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-01-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-01-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Nhpc Ltd
क्रैता ईमेल/Buyer Email	buycon10.nl.hr@gembuyer.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Supply, Laying, Installation and commissioning of complete CCTV Surveillance System including integr
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Supply, Laying, Installation and commissioning of complete CCTV Surveillance System including integration with Existing CCTV Camera & other equipment and Service Support for 3 years
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Astronomical Timer for Street Light Control (Timer Controls) as per IS 9000
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	105 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

<b>Bid Details/बिड विवरण</b>	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	420000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	43

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

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

**Beneficiary/लाभार्थी :**

NHPC Limited  
NHPC Limited, Sector-33, Corporate Office Faridabad, Haryana.  
(Nhpc Limited)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

BoQ and Schedule of Quantity and Prices to be uploaded in price bid only and not in technical bid. - [1736404239.xlsx](#)

### **Supply, Laying, Installation And Commissioning Of Complete CCTV Surveillance System Including Integr ( 1 set )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ghanshyam Jatav	193123,Uri-II Power Station, NHPC Limited, Nowpora, Tehsil - Uri	1	120

**Buyer added Bid Specific Additional Scope of Work**

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Scope of work <a href="#">View</a>	The bidder should adhere Scope of Work	Supply, Laying, Installation And Commissioning Of Complete CCTV Surveillance System Including Integr(1)

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
2	GCC <a href="#">View</a>	GCC	Supply, Laying, Installation And Commissioning Of Complete CCTV Surveillance System Including Integr(1)
3	SCC <a href="#">View</a>	SCC	Supply, Laying, Installation And Commissioning Of Complete CCTV Surveillance System Including Integr(1)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

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

### **1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **2. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### **3. Generic**

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

### **4. Buyer Added Bid Specific ATC**

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

### **5. Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

- Inhibit the desires and designed function of the equipment.
- Cause physical damage to the user or equipment during the exploitation.
- Tap information resident or transient in the equipment/network.

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

to activation of any such malicious code in embedded software.

## 6. **Generic**

### **OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

## 7. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

## 8. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

## **Disclaimer/अस्वीकरण**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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

**---Thank You/धन्यवाद---**

## SPECIFIC ADDITIONAL TERMS AND CONDITIONS

### **A. QUALIFYING CRITERIA**

1. The Bidder should be an OEM (Original Equipment Manufacturer) both for offered Camera and NVR

**or**

Authorized dealer of the manufacturer of the equipment/system (both for offered Camera and NVR) to quote on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant "Authorized Dealership" certificate from the manufacturer (OEM).

2. In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate / quote on behalf of another manufacturer in this tender.
3. A valid ISO Certification of the manufacturer for manufacturing the specified equipment/systems (Camera and NVR both) should be submitted with the bid.
4. The Bidder/ OEM {themselves or through reseller(s)}, should have executed at least two similar system of same capacity or higher during last seven years. The similar system means **"Supply, Installation and Commissioning of CCTV Surveillance System consisting of minimum 100 CCTV Cameras"**. The reseller means – Any Dealer/Integrator, who has executed SITC work of CCTV Surveillance System, for the OEM.

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

In support of the same, the bidder should submit authenticated copies of supply orders for similar items issued by various clients with Bill of Quantities/ completion certificate for above supply during last seven years ending last day of month previous to the one in which applications are invited.

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

5. The equipment/system supplied or commissioned should have performed satisfactorily for at least one year from the date of commissioning. The bidder should furnish the performance report from the clients in support of performance criteria.

### **6. Integrity Pact:**

To improve transparency and fairness in tendering process the Purchaser/ Employer is to implement a transparency pact. The Pre-Contract integrity pact, signed by all the bidder and the Purchaser/ Employer shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the tendering process and also during implementation of the contract.

Pre-Contract Integrity Pact is to be executed on plain paper at the time of Submission of Bid and Pre-Contract integrity Pact on non- judicial Stamp Paper of appropriate value (RS 100) shall be executed prior to signing of Notification of Award by the Successful bidder.

To oversee the compliance under the Integrity Pact, Sh. Prabhash Singh and Dr. Vinod Aggrawal have been appointed as an Independent External Monitors (IEM) by the owner. The Contact Address of IEM is as under:

Sh. Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh- 462016 E-mail:- srgmhrbpl@gmail.com	Dr. Vinod Aggrawal, IAS (Retd). B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail:- arsv50@gmail.com
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7. The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure to Integrity Pact) [~~if applicable~~]. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.
8. Each bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN), EPF Registration No.
9. The documents asked in Special Conditions of Contract (SCC, Annexure-VI) shall be submitted for technical evaluation of bids.

**10. Financial Criteria:**

**a. Turnover:**

The average annual financial turnover of the bidder' during the last three years, ending on 31<sup>st</sup> March 2023 should be at least 50% of estimated cost (or equivalent in foreign currency at exchange rate prevalent on 31st March 2023) as per the Annual Report (Audited Balance Sheet and Profit & Loss account) of the relevant Period, duly authenticated by a Chartered Accountant /Cost Accountant in India or equivalent in relevant countries.

**b. Working capital:**

The working capital (current assets minus current liabilities) shall be equal to at least 3 times the monthly cash flow requirement i.e. Estimated cost of work\*3/Supply period i.e Rs. 2,09,99,404 \* 3 / 4 = Rs. 1,57,49,552/-.

**c. Net worth:**

The net worth of the Bidder firm (manufacturer or principal of authorized representative) (i) should not be negative on 31st March 2023 and also (ii) if it is less than paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in the last three years, ending on the 31st March 2023.

**d.** The Bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding.

**Documents to be submitted for Financial Criteria:-**

**a)** Bidder shall submit the copy of Annual Report / Standalone audited Annual Financial Statement containing Balance Sheet, Profit & Loss Statement, Cash flow statement, Auditor's Report thereon including all relevant Schedules/annexure etc. of last three years.

**b)** In case where Audited financial results for the immediately preceding years are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover, Net worth (calculated as per laid down criteria) duly certified by their Statutory Auditor/Certified Public Accounting carrying out the statutory audit shall be enclosed with the Application along with copy of appointment letter of the statutory auditor.

**c)** Wherever, the Annual Report / duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed into English language and certified by approved/recognized English Translator shall be submitted with the application.

**d)** For conversion to US\$ the exchange rate at the end of the respective accounting year shall be considered.

## 11. OTHER DOCUMENTS TO BE SUBMITTED

S.no	Documents required	Action required
1. (a).	ECS Form duly verified by the Bank as per <b>Annexure-I</b>	To be uploaded online duly filled in
1. (b)	<b>Make in India Certificate:</b> - If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. <b>Annexure-II</b>	To be uploaded online
1. (c)	The bidder should not have been banned / de-listed/ blacklisted / de-barred from business or declared ineligible on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annexure to Integrity Pact) <del>if applicable</del> shall be submitted as per <b>Annexure-III</b>	To be uploaded online
1. (d)	The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid. <b>Annexure-IV</b>	To be uploaded online
1. (e)	The bidder should submit undertaking / declaration on no deviation as per <b>Annexure-V</b>	To be uploaded online
2.	<b>Integrity Pact as per Performa duly signed &amp; Stamped at each page on a plain paper.</b> <del>if applicable</del>	To be uploaded online
3.	<b>Bid Security / EMD</b>	
	(i) EMD Amounting to Rs.4,20,000/- through RTGS/NEFT	To be submitted through RTGS/ NEFT/ internet banking in Beneficiary name NHPC LTD Account No. 31150155087
	<b>Or</b>	
	(ii) In case of Bank Guarantee, strictly in the format of <del>GeM</del> Annexure-IX as attached, amounting to Rs. 4,20,000/- with <b>validity of 7 months</b> and executed on Rs. 100/- stamp Paper as per tender document. Bidder shall upload the copy of BG with the bid online and sent the Original on the following address: <b>Group Sr. Manager (E)</b> Contracts & Procurement Division Uri-II Power Station, NHPC Ltd., Nowpora, Tehsil-Uri, Distt.-Baramula (J&K) - 192123 <b>Or</b>	IFSC Code SBIN0002500 Bank Name STATE BANK OF INDIA Branch address "SBI Uri" (Branch Code-02500.  Bidder has to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
	(iii) Valid MSE or Start-up or other Exemption certificate towards exemption of Bid Security / EMD as per GeM GTC. <b>Note: Under MSE, only manufacturers of Camera /NVR quoting their own make are exempted from submission of EMD, else bid shall be rejected. Traders/Dealers are required to submit the EMD.</b>	
4.	Copy of PAN card, Cancelled Cheque and GST Details.	To be uploaded online

5.	Duly Signed and stamped Copy of Special Conditions of Contract as per Bid Document <b>Annexure-VI</b>	To be uploaded online
6.	Duly Signed and stamped Copy of Scope of Work as per Bid Document <b>Annexure-VII</b>	To be uploaded online
7.	Duly Signed and stamped Technical Specifications as per Bid Document <b>Annexure-A &amp; B</b>	To be uploaded online
8.	Duly Filled, Signed and stamped Technical Compliance and <b>offered Make Sheet</b> as per Bid Document- <b>Annexure-C</b>	To be uploaded online
9.	Duly filled, Signed and stamped copy of Integrity Pact as per Clause No. 6 of Qualifying Criteria	To be uploaded online
10.	Technical Literature of the offered Items, if any	To be uploaded online
11.	Communication Details of the Bidder on the Letterhead i.e. Mobile No of the Person Handling the Bid along with the Email ID for future correspondence	To be uploaded online
12.	Authorization/Power of Attorney in favour of authorized signatory for signing of documents and online submission of bid	To be uploaded online
13.	All the documents required in the QR (Qualification criteria)	To be uploaded online

For any clarification, please write on email [cnp\\_uri2@nhpc.nic.in](mailto:cnp_uri2@nhpc.nic.in)

**ECS**

**N.H.P.C. Limited.**

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

No. :

**1. BIDDER'S NAME** : \_\_\_\_\_  
Address with Email ID : \_\_\_\_\_  
\_\_\_\_\_

Phone/Mobile No. : \_\_\_\_\_  
MSME Type : **Micro/Small/Medium**

**2. PARTICULARS OF BANK ACCOUNT** : \_\_\_\_\_

A. BANK NAME : \_\_\_\_\_

B. BRANCH NAME : \_\_\_\_\_  
Address : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

C. IFSC code of the Bank : \_\_\_\_\_  
(For payments through RTGS)

D. ACCOUNT TYPE : \_\_\_\_\_  
(S.B. Account/Current Account or Cash  
Credit with Code 10/11/13)

**ACCOUNT NUMBER** : \_\_\_\_\_  
(As appearing on the Cheque Book)

**MICR Code:**

**PAN**

**GSTN NO**

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

Date: \_\_\_\_\_  
(.....)  
Signature of the Bidder

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

(Bank's Stamp) \_\_\_\_\_  
Date: \_\_\_\_\_ Signature of the Authorised Official from the Bank

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

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

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

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

Seal and Signature of Authorized Signatory

**Note: This ‘Declaration’ should be on the letterhead of Manufacturer/OEM.**

(Format for declaration by the Bidder)

Self- Declaration by the Bidder

I / We, M/s \_\_\_\_\_(Name of bidder) here by certify that I/We have not been banned / de-listed/ black listed/debarred from on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure to Integrity Pact).

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

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

Seal and Signature of Authorized Signatory

(Format for declaration by the Bidder)

Self- Declaration by the Bidder

I / We, M/s \_\_\_\_\_ (Name of bidder) here by certify that  
I/We have not been under liquidation, court receivership or similar proceedings should not be  
bankrupt.

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

Seal and Signature of Authorized Signatory

**(To be filled and uploaded online)**

**Declaration / Undertaking**

<b>Sl. No.</b>	<b>Declaration Type</b>	<b>Declaration</b>	<b>Acceptance/ Rejection</b>
A	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.	
B	Undertaking	We hereby undertake that we have studied and understood all the terms & conditions as mentioned in tender document (including GeM GTC, GCC, SATC (Specific Additional Terms & Conditions), Technical Specifications of items and we agree to abide by the same unconditionally.	

(Signature of Authorized Representative of Bidder)

(Stamp of the Firm)

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

**Performance Guarantee Form**

**Bank Guarantee**

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

Bank Guarantee No. ....

Date

.....  
To,

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

Dear Sirs,

In consideration of the.... [*Purchaser's Name*] ..... (herein after referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [*Supplier's Name*] ..... with its Registered/Head Office at..... (herein after referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the Supplier, for ..... [*Contract sum in figures and words*] for ..... [*Name of the Supply*] and the Supplier 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 supply under the Contract to the Purchaser.

We..... [*Name & Address of the Bank*] ..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Supplier to the extent of ..... (\*) ..... as aforesaid at any time up to..... (@) ..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier 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 Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till ..... [*days/month/year*] whichever is earlier.

The Purchaser 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 Supplier. The Purchaser 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 Supplier, 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 Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 Purchaser or any other indulgence shown

by the Purchaser 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 Supplier) and also agrees that the Purchaser 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 Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.

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

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

**WITNESS**

**Signed for and on behalf of the Bank**

1. ....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)

.....  
(Designation with Bank Stamp)

2. ....  
(Signature)

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

.....  
(Name)

.....  
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes: 1. (\*) This sum shall be five percent (5%) of the total Contract Price (including CMC charges) denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the warrantee period (validity period of PBG) as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased should be invariable mentioned on the backside of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Purchaser by the issuing bank (on Behalf of the Supplier) under the registered post (A.D.). The Supplier can submit an advance copy of Bank Guarantee to the Purchaser. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Supplier directly to the Purchaser and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Purchaser, with a forwarding letter.
5. The issuing bank shall write the name of the bank's controlling branch/office along with contact details like telephone/fax and full correspondence address, in order to get the confirmation of BG from that branch/office, if so required.
6. Beneficiary's (NHPC's) Bank Account detail:-

Bank Account No.	31150155087
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0002500
Branch Address	SBI Uri (J&K), Branch Code 02500
GSTIN Number of NHPC limited, Uri I Power Station	01AAACN0149C3ZB

OR

Bank Account No.	00000010813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0017313
Branch Address	Corporate Accounts Group II Branch, 5th Floor, Red Fort Capital Parsvanath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001
GSTIN Number of NHPC limited, Corporate Office, Faridabad, Haryana.	06AAACN0149C1Z3

**Bank Guarantee in Lieu of Earnest Money Deposit**

**Bank Guarantee**

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

[Name of Contract]

To: [Name and address of Employer]

WHEREAS [name of Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of bid] for the performance of the above-named Contract (hereinafter called "the Bid")  
KNOW ALL PERSONS by these present that WE [name of bank] of [address of bank] (hereinafter called "the Bank"), are bound unto [name of Employer] (hereinafter called "the Employer") in the sum of: [amount], for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are the following:

- (a) The Bidder withdraws its bid or varies any terms & conditions in regard thereto during the period of bid validity specified by the Bidder. Or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 55.0 of SCC (Annexure-VI) or defaults commitments under Integrity Pact Or
- (c) If the successful bidder fails or refuses to accept/ execute the Supply Order when required. Or
- (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required performance security, in accordance with Terms & Conditions of contract/ GCC/ SCC

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of above-named Condition/Conditions, and specifying the occurred condition or conditions.

Notwithstanding anything contained herein above our liability under this Guarantee is limited to..... (Rupees ..... only) and our Guarantee shall remain in force until..... day of ....., 202 ..... unless a claim or demand under this Guarantee is made on us in writing, on or before ....., we shall be discharged of all liabilities under this Guarantee thereafter.

**WITNESS**

**Signed for and on behalf of the Bank**

1. ....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)

.....  
(Designation with Bank Stamp)

2. ....  
(Signature)

(Designation with Bank Stamp)

Including staff Authority No. with complete  
Bank Address with Tel. Fax Nos

.....

.....  
(Name)

.....  
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

1.0 Bank Guarantee for Bid Guarantee in original shall be submitted along with the bid. However, the issuing bank shall submit an unstamped duplicate copy of bank guarantees directly by registered post (AD) to Employer (authority inviting tenders) along with a forwarding letter.

2.0 The following information should be invariable mentioned on the backside of the bank Guarantee:-

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

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

**AGREEMENT**

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

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

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

WHEREAS the Employer is desirous of..... (herein after called Works) and have invited enquiries vide ..... for the purpose of the work.

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

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

- i) Section - I: Letter of Award
- ii) Section - II: General Conditions of Contract for Supply & Installation
- iii) Section - III: Specific Additional Terms & Conditions
- iv) Section - IV: Technical Specification
- v) Section - V: ~~Quality Assurance Plan & Drawings~~
- vi) Section - VI: ~~Bar Chart.~~

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

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

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

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

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

(For and on behalf of  
the Contractor)

(For and on behalf of  
the Employer)

In the presence of  
1.

In the presence of  
1.

**GENERAL CONDITIONS OF CONTRACT FOR SUPPLY & 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) **Independent External Monitor(s) (IEM)** means the External Monitor(s) appointed by the Employer to oversee the implementation of Integrity Pact.
- xii) 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.
- xiii) **Integrity Pact** means the Pact signed between the Employer and Contractor committing the person/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- xiv) **‘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.
- xv) **‘Month’** shall mean English calendar month.
- xvi) Words imparting **‘person’** shall include Firms, Companies, Corporations and other bodies whether incorporated or not.
- xvii) **‘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.

- xviii) The **‘Purchaser’** or the **‘Corporation’** shall mean the NHPC Ltd., and shall include its successors and permitted assigns.
- xix) Words imparting the **‘Singular only’** shall also include the plural and vice versa, where the Contract so requires.
- xx) 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.
- xxi) 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.
- xxii) 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.
- xxiii) 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.
- xxiv) **‘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.
- xxv) **‘Writing’** shall include any manuscript, typewritten or printed, statements, under or over signature or seal as the case may be.
- xxvi) 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.
- xxvii) **‘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

- 3.1.1 After issue of the Letter of Intent / Award, the Purchaser shall prepare the Agreement on the stamp paper on the Form enclosed as Annexure A 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.
- 3.1.2 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 any Scheduled Commercial Bank in India on the Form enclosed as Annexure B to these General Conditions for an amount equal to **5) five** percent of the Contract Price by way of guarantee 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 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 **5% (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 10% of the revised Contract Price (i.e. original Contract Price plus variations). The Performance guarantee shall be valid during the entire 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, 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 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.

- 4.1.2 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 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 imperfection 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.

#### **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 program 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.
- 20.1** 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

90% payment shall be released against the submission of dispatch documents and successful delivery of the material at site and Balance 10% shall be released/paid after installation ,testing & commissioning & handing over to the department .

##### B. ERECTION & COMMISSIONING

90% of the erection cost will be paid on monthly completion of erection work at prorata 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.

#### 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 herein before, 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 herein above. Such person 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.~~

- 53.4 Notwithstanding any reference to the Arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree to the contrary.

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

#### **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 J&K.

#### **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 unauthorized person of any kind

**AGREEMENT**

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

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

“WHEREAS the Employer is desirous of .....(hereinafter called ‘Works’) and have invited enquiries vide ..... for the purpose of the work.

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

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

- |                  |   |  |
|------------------|---|--|
| i) Section-I     | : | Letter of Award                                      |
| ii) Section-II   | : | General Conditions of Contract for Supply & Erection |
| iii) Section-III | : | Special Conditions of Contract                       |
| iv) Section - IV | : | Technical Specification                              |
| v) Section-V     | : | Quality Assurance Plan                               |
| vi) Section-VI   | : | Bar Chart  |

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

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

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

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

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

**(For and on behalf of the Contractor)**

**(For and on behalf of the Employer)**

In the presence of

In the presence of

1.

1.



**PERFORMANCE GUARANTEE FORM**

**Bank Guarantee**

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

Bank Guarantee No. ....

Date .....

To,

[Purchaser's Name & Address]

Dear Sirs,

In consideration of the .... [Purchaser's Name] ..... (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .... [Supplier's Name] ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the supplier, for ..... [Contract sum in figures and words] for ..... [Name of the Supply] and the Supplier 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 supply under the Contract to the Purchaser.

We ..... [Name & Address of the Bank] ..... having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Supplier 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 Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier 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 Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till .....[days/month/year] whichever is earlier.

The Purchaser 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 Supplier. The Purchaser 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 Supplier, 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 Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s..... (name of the contractor) and also agrees that the Purchaser 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 Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.

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

Dated this ..... day of ..... 201..... at .....

**WITNESS**

**Signed for and on behalf of the Bank**

1. ....

.....

(Signature)

.....

(Name)

.....

(Official Address)

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp) Staff No.

Full Address of Bank with Tel., Fax No.

2. ....

(Signature)

.....

(Name)

.....

(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

## Special Conditions of Contract (SCC)

### 1. Scope of Contract:

The scope of this contract covers “Supply, Installation/ Commissioning, Integration of current CCTV Surveillance System with new system as a single system of Uri-II Power station and Comprehensive Annual Maintenance Contract (CMC)”.

### 2. Prices and Taxes & Duties:

- 2.1** Prices shall be Firm and on F.O.R destination basis i.e. Central Store, Uri-II Power Station, NHPC Ltd., Nowpora, Tehsil-Uri, Distt.-Baramula (J&K), inclusive of charges for installation & commissioning packing, handling, forwarding, transportation, transit insurance, ESIC/ Medclaim, CMC for three years and all applicable taxes & duties.
- 2.2** All Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids, shall be considered in the price bid.
- 2.3** All taxes & duties mentioned in the price Bid as per clause 2.2 above shall be paid/ reimbursed against proper invoice as per rules/documentary evidence and restricted to the total amount of Taxes & Duties in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable/ reimbursable by NHPC.
- 2.4** Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty-Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.
- 2.5** The GSTIN along with relevant details for Uri Power Station has been indicated below for your ready reference.

Name of Project/Unit	:	Uri-II Power Station
Address of Principal place of business/ Additional place of business	:	Uri-II Power Station, NHPC Limited, Nowpora, Tehsil-Uri, Distt. Baramula (J&K)- 193123
State	:	Jammu and Kashmir
<b>GSTIN</b>	:	<b>01AAACN0149C3ZB</b>
Principal place of business for the purpose of GST	:	Salal Power Station, NHPC Limited, P.O. Jyothipuram, The. & Distt. Reasi (J&K)

### 3. Terms of Payment:

#### FOR SUPPLY, INSTALLATION & COMMISSIONING

- 60% of the Contract Price of supply part (Except Installation, Testing, Commissioning and CMC) along with 100% taxes & duties subject to documentary evidence shall be released after complete receipt and acceptance of material as per BOQ at Central store, Nowpora against presentation of the following documents to the Consignee:
- i) Evidence of despatch (GR/ LR etc./ e-way bill)
  - ii) Invoice in Triplicate along with detailed packing list.
  - iii) Inspection Report/ Despatch Instruction, Test Certificates , if any
  - iv) Insurance Intimation/ Cover (if any)
  - v) Warrantee Certificate.
  - vi) Performance Bank Guarantee and its acceptance thereof.
- Remaining 25% payment of supply part (Except Installation, Testing, Commissioning and CMC) and 85% payment of Installation, Testing and commissioning cost (except CMC), shall be paid upon successful installation and commissioning of all equipment / part including Integration

of current CCTV Surveillance System with new system. The Contractor shall submit Handing Over certificate before release of payment.

➤ Balance 15% payment of complete Supply, installation, Testing and commissioning (except CMC) part shall be released annually with CMC charges (5% per year along with CMC charges in last Quarter of every year).

#### **FOR COMPREHENSIVE MAINTENANCE CONTRACT (CMC)**

- The payment for Service Maintenance Contract (CMC) i.e. onsite support charges for CCTV Surveillance system including OFC Connectivity for CCTV for 3 years shall be released quarterly on pro-rata basis in every year.
- Bidder shall quote the cost for CMC in three parts (year wise). In First part, bidder shall quote CMC cost for 1st year excluding repair cost of new supplied items covered under the warranty period. The bidder will also provide a certificate in this regard that "The quoted rate for first year CMC is excluding repair cost of new supplied items, which are covered under warranty" on their letterhead. In second and third part, bidder shall quote CMC cost for 2nd and 3rd year in normal condition or without warranty.

#### **a. In case of MSE:**

All the payments for the supplies and/or services (as applicable) rendered by MSEs (Micro & Small Enterprises) Supplier / Contractor under the contract shall be released within forty five days from the day of acceptance\*.

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

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

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

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

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

#### **4. Completion Period:**

The complete work of supply, installation, testing & commissioning (SITC) shall be completed within **120 days** from the date of issue of Letter of Award. The CAMC shall be for 3 years.

#### **5. Technical Specifications:**

The items shall be supplied as per technical data sheet/ Specifications as mentioned in **Annexure-A & B** of the tender document.

#### **6. Bank Charges:**

Bank charges on account of online transfer of payment shall be on account of supplier.

#### **7. Inspection:** Inspection shall be carried out by Authorized representative of Purchaser at Central Store, Uri-II Power Station, NHPC Ltd., Nowpora, Tehsil-Uri, Distt.-Baramula (J&K) after receipt of material.

- Physical Inspection of material as per BOQ of Letter of Award shall be carried out by the

authorized representative of Engineer-in-charge at the time of receipt of material at site.

- The technical inspection of all items as per Detail Technical Specification shall be carried out by the authorized representative of Engineer-in-charge after installation & commissioning of material as per LOA.

8. TDS/ TCS, as applicable, as per relevant Act/ rules shall be deducted from the bills.

9. **Engineer-In-Charge:**

General Manager (E), Uri-II Power Station, NHPC LTD, Jammu & Kashmir or his authorised representative shall be the Engineer-In-Charge of the aforesaid contract. Email: [uri-ii-itc@nhpc.nic.in](mailto:uri-ii-itc@nhpc.nic.in)

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.

10. **Consignee:**

Sr. Manager (Store), Uri-II Power Station, NHPC LTD, Jammu & Kashmir. Email: [sandmuri2@gmail.com](mailto:sandmuri2@gmail.com)

**The Goods under this contract/Scope of Supply shall be dispatched to the Consignee at the following address:**

**Sr. Manager (Store)  
Uri-II Power Station, NHPC Limited  
Nowpora, Tehsil-Uri, Distt.-Baramula (J&K), Pin-193123**

All the correspondences regarding supply of materials, submission of bills & payment etc. shall be addressed to the consignee only.

11. **Paying Authority:**

Deputy General Manager (Finance), Uri-II Power Station, NHPC Ltd., Nowpora, Tehsil-Uri, Distt.-Baramula (J&K), Email: [uri2finance@gmail.com](mailto:uri2finance@gmail.com)

12. **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 Distt Court at Baramula, Jammu & Kashmir.

13. **CONTRACTOR TO INFORM HIMSELF FULLY**

The Contractor shall be deemed to have carefully examined the General Conditions, Specifications, schedules and the drawings (if any) 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.

14. **AGREEMENT**

- After issue of the Letter of Intent / Award, the Purchaser shall prepare the Agreement on the stamp paper on the Form enclosed as Annexure-X 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.

- 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.

#### **15. PERFORMANCE GUARANTEE**

Within 28 days from the date of issue of Supply Order, the Supplier shall furnish to the Engineer-in-Charge an unconditional Contract Performance Guarantee. The Performance Guarantee shall be in any of the following forms:

- ❖ The performance security amount can be deposited directly by the supplier in the account of Uri-II Power Station in following bank account through NEFT/RTGS

Name of the beneficiary: NHPC Ltd, URI-II Power Station
Account No.: 31150155087
IFSC Code: SBIN0002500
Address of the Bank: SBI Uri (J&K), Branch Code 02500

In this regard, the supplier must inform and submit the copy of payment receipt generated during electronic payment to the Engineer-in-Charge.

**Or**

Irrevocable Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per RBI Guidelines as per the format appended as **Annexure-VIII** herewith for an amount equal to (5) Five percent of the total contract price (including CMC charges) by way of guarantee valid till the CMC period of 3 years from the date of complete commissioning in all respect as mentioned in the Supply Order for the due and faithful performance of the contract along with the other terms and conditions agreed to.

Contractor shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Bank Account No.	00000010813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0017313
Branch Address	Corporate Accounts Group II Branch, 5th Floor, Red Fort Capital Parsvanath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001
GSTIN Number of NHPC Limited, Corporate Office, Faridabad, Haryana.	06AAACN0149C1Z3

- ❖ Validity of PBG shall be upto 40 months (4 months of SITC period + 36 months of CMC).
- ❖ Claim period shall be 3 months (90 days) beyond the expiry of validity of PBG.
- ❖ The Performance Guarantee shall be released after successful completion of the CMC period of 3 years. The Performance Guarantee amount will not earn any interest for the whatsoever period detained by NHPC.

**16. Warranty (For Supply):**

1. Standard warranty on hardware like Camera, Switch, Rack, NVR, Storage media, LIU, UPS and display screen shall be For a period of 12 (twelve) calendar months commencing upon the setting to work of CCTV Surveillance system of URI2 PS or 18 months from the date of dispatch of equipment (last consignment in case of dispatch in parts) to the Purchaser whichever is earlier. This clause supersedes, warranty clause of Specification of all items wherever mentioned.
2. Providing latest updates to firmware/application software associated, and fine tuning of various parameters for optimum performance of the system from time to time is also covered in the warranty of supply.

**17. Transit Insurance:** Transit Insurance of all materials upto URI-II Power Station, Nowpora, shall be in the scope of the Contractor.

**18. Transportation & Shipment of material:**

Transportation of all the materials as per BOQ for Supply and repair/replacement shall be responsibility of the contractor. The firm shall be responsible for handling all the equipment for safe transportation up to site. The material is required for Uri-II Power Station, NHPC Ltd. The destination of material is Central Stores, Nowpora, Tehsil-Uri, Distt.-Baramula (J&K) which is on Srinagar-Uri Highway (NH-1A) and about 105 Km from Srinagar. The nearest broad gauge railhead is Jammu, which is about 380 Kms away. The entire project area is well connected by road. Srinagar valley is snow bound region and the temperature of this valley varies from -10°C to +10°C during the month of winter. In summer, temperature varies between 20°C to 35°C.

**19. LIQUIDATED DAMAGES (LD):****A) For Supply, Installation, testing & Commissioning of Servers, Storage, CCTV VMS & NVRs:**

**During Supply and Installation:** If the Bidder fails to complete the Supply, installation, testing & commissioning of the scope of work or any part thereof within the prescribed time for completion of Work, the Bidder shall pay to the Purchaser liquidated damages equal to the amount computed @ ½ (half) percent per week or part thereof of the contract value (excluding CMC value). The aggregate amount of such Liquidated damages shall in no case exceed 10% of the contract value excluding CMC value.

**B) For CMC of CCTV cameras, accessories, network/network equipment & display.****1. LD on account of delay in resolving problem of CCTV Surveillance system**

Sr. No.	Item Description	Rate of LD
1.	CCTV Camera, LED Display, 8/24 Port Switches/PoE switches, media converters, items of BOQ as Annexure	500/- per day (for each item) shall be levied after 12 hrs. of lodging of complaint.

**2. LD on account of absence of Technical Assistance**

Sr. No.	Item Description	Rate of LD
1.	Attendance shall be marked on all working days by technical assistance deputed at URI-II Power station. Any absence of technical assistance on working days shall attract deduction.	500/- per day per person

**3. LD on account of non-functioning of CCTV Surveillance system**

Sr. No.	Item Description	Rate of LD
1.	Non-functioning of CCTV surveillance system (Live footage & recording, both in working condition, shall be considered as functional)	500/- per day shall be levied after 12 hrs. of lodging of complaint.

These liquidated damages shall be calculated on quarterly basis.

**20. Spare Parts:** - The Bidder will undertake that supplies of necessary maintenance equipment and spare parts including software updates will be made available for all the equipment and the complete System for a period of 5 (Five) years on continuing basis.

- 21.** The firm will ensure that all the work of supply, installation, erection and commissioning of CCTV in URI-II Power Station is completed in the prescribed time.
- 22.** All minor repairs/services should be made only at URI-II Power Station premises. As far as possible, no equipment will be sent to the contractor's premises for any repair. If at all, it is found necessary to take the equipment to the contractor's premises, the configuration of the equipment in details must be got noted before it is sent out. The items will be taken out only with proper documentation such as materials gate passes and with proper acknowledgements and on risk and cost of the contractor only. Stand by equipment similar to the equipment under service to be provided before taking it out on material gate pass, till the original component is replaced AT NO EXTRA COST. The contractor is required to record all such issues, returns / replacements of equipment promptly.

During warranty period of new hardware like Camera, Switch, Rack, NVR, Storage, LIU, UPS and Display Screen repair/ replacement shall be made as per OEM policy. But during repair period provisions of standby hardware for uninterrupted service of the CCTV System comes under the scope of contractor otherwise LD shall be imposed to the contractor as per LD clause.

- 23.** In any case where the equipment could not be rectified/ replaced by the firm within the reasonable time, Uri-II Power Station reserves the right to get the equipment repaired / replaced through another agency at the risk and cost of the contractor. The contractor will have to bear expenses incurred by the Department on this account. This action will be taken if the equipment is neither rectified/ replaced nor any stand-by is provided even after the reasonable time.
- 24.** Complete hardware and software support to be extended by the contractor. Carrying any software changes/upgrade, if required, shall be done without additional charges with the consent of IT Division.
- 25.** Manufacture Authorization Letter required to be submitted confirming that bidder is authorized to quote the products of OEM with declaration that the offered products are not under End of Sale/End of Life for further at least 5 years by the Manufacturer.
- 26.** CCTV Cameras, NVR, UPS, Network Switch, Display shall have quality system compliance and shall be STQC/ TEC/ BIS etc. certified as applicable to the equipment. All supportive documents should be attached.
- 27.** OEM of CCTV Camera and NVR should be active company and should have direct presence in India (not as joint venture, partnership firms or through any other association) & manufacturing in India (not as joint venture, partnership firms or through any other association) (3rd Party Manufacturing not allowed) and Foreign OEM should have manufacturing unit globally from last 10 Years & manufacturing in India since last Seven years (not as joint venture, partnership firms or through any other association) at the time of bidding. Documentary evidence should be submitted.
- 28.** Undertaking from Offered OEM of CCTV Cameras and NVR Software that these products are Open Network Video Interface Forum ONVIF compatible. ONVIF is an open industry forum that provides and promotes standardized interfaces for effective Interoperability of IP-based physical security products.
- 29.** Declaration from CCTV Camera OEM that MAC address of proposed CCTV Cameras are registered in the name of OEM supplying the cameras.
- 30.** Signed declaration on letter head is required from the bidder that offered camera models & NVR software are integral and support complete CCTV system.
- 31.** The CCTV Cameras, Server Grade NVR with VMS Software should be from the same make.
- 32.** All Passive items Like (48,12 & 6 Port LIU, CAT6A Patch Panel, SC LC Fiber optic Patch Code,)) should be from the same make.
- 33.** The 10kva & 6 KVA Online UPS should be from the same make.

34. All type Power Cable, MCB, Switch and Socket should be from the same make.
35. 42U Rack and 9U Indoor/ Outdoor Rack should be from the same make.
36. The Network Switch and SFP Transceiver (SFP- Module) should be from the same make.
37. LED Display and Video Wall should be from the same make.
38. Items of which specifications are not mentioned in tender document should be of ISI/Industrial standards marked or according to applicable Governments Norms.
39. Bidders are advised to quote/mention only one OEM in the List of Offered make (Annexure-VIII) against each Product (Except passive items).
40. "No Malicious Code Certificate" from offered OEM for CCTV Camera and NVR/ Network Video Management Software (NVMS)/ Switch.
41. Undertaking from CCTV Camera and NVR & Network Switch OEM that their proposed CCTV Cameras and Switch are not used banned chipset in products.
42. Data Sheets of each item in respect of which rates are quoted should also be attached.
43. Technical Compliance sheet should also be attached from bidders in the Letter Lead with sign and Stamp and giving undertaking that the items to be provided by them comply with the required specifications.
44. The Department shall have no liability, financial or otherwise, for any harm/ damage/ injury caused to the manpower/machinery deployed by the firm in the course of performing work of this Department. Neither the firm nor its workers shall have any claim on this Department for compensation or financial assistance on this account.
45. Contractor personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature. It is binding for the contractor not to disclose the networking module of above work and any other information related to this work to any individual/group/firm which may cause harm to the security of URI-II Power Station.
46. Contractor shall replace immediately any of its personnel, if they are unacceptable to the URI-II Power Station because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct.
47. Contractor shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of Paan/ Gutka, smoking.
48. The damage caused, if any, to URI-II Power Station property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the URI-II Power Station in this regard shall be final/binding.
49. Contractor shall follow all the safety all the safety rules / regulation Act/ Policy/ Guidelines such as Factory Act, 1948, J&K Factory rules 1972, CEA Regulations 2011, NHPC Safety Policy.
50. The OEM for Camera and NVR must submit declaration regarding their own manufacturing setups and shall not have 3rd party manufacturing from any company blacklisted in India or any company sharing land border with India. The OEM should not have any common directors who are also on the board of companies having beneficiaries from land border countries at the time of bidding. The IPR/copyright of source code of firmware/software etc. should not reside in countries sharing land borders with India. OEM should submit supporting document to establish proof of this eligibility criteria (as per the DoT Policy dated 29th August 2018, page no.3 Table B Point 1).
51. Video Compression license is required. Bidder should provide specific license for Video Compression from CCTV NVR OEM.
52. OEM of Camera and NVR should have ISO 9001, 14001, 27001(cyber Security), BIS, CE, FCC, STQC Certificate.

**53.** The quoted product, which the bidder is mentioning as complied in the above specifications, must be available in their respective OEM (Camera, NVR, Network Switch) website and datasheet both for the verification purpose. In case of any discrepancy found, the bid may be summarily rejected.

**54.** The quantity mentioned in the BOQ is based on estimate. However, the quantity may be deviated and required as per actuals during the execution of installation and commission.

**55. Corrupt or Fraudulent or Collusive or Coercive Practices**

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

- a) for the purposes of this provision, the terms set forth below shall mean as under:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
  - (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non competitive levels; and
  - (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract;.
  - (v) An agreement called "Integrity Pact" between the prospective Bidders and the Employer shall be signed committing the person/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.
- d) **Banning of Business Dealings:** It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken.. The grounds on which Banning of Business Dealings can be initiated are as follows:-
  - i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
  - ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
  - iii) 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.

- iv) 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:
- v) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- vi) If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- vii) If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- viii) 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;
- ix) On any other ground upon which business dealings with the Agency is not in the public interest.
- x) 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.

The procedure for banning of Business Dealings shall be governed as per NHPC's "**Policy and Procedure for Banning Business Dealings**".

- 56. The bidder is required to quote for the complete work, though URI-2 Power Station, NHPC Ltd., reserves the right to award the work in full or in part or even cancel the tender
- 57. Above said all the supply and works shall be considered as a single package. The bidder quoting for only one part or partially of the said work shall not be considered.
- 58. New Regulations for CCTV manufacturers:
  - Encryption is Mandatory: CCTV vendors must ensure data transmission is encrypted to safeguard information.
  - Penetration testing report required: Regular penetration testing will assess CCTV systems for vulnerability to cyber-attacks.
  - Wireless Security Focus: Documentation detailing security measures to prevent tempering with wirelessly transmitted data must be provided by vendors. The notification emphasises verifying encrypted channels for wireless communication.



## **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 \_\_\_\_\_ (*Name of the work/ goods/ services*) and the Bidder/Contractor is willing to offer against NIT No. \_\_\_\_\_.

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

NOW, THEREFORE,

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

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

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

### **1.0 COMMITMENTS OF THE EMPLOYER:**

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/ Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/ Contractors alike, and will provide to all the Bidders/ Contractors the same information and will not provide any such information to any particular Bidder/ Contractor which could afford an advantage to that particular Bidder/ Contractor in comparison to other Bidders/ Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

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

The Bidder(s)/ Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair

means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:

- 3.1. The Bidder(s)/ Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/ Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/ Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/ Contractor(s) shall when presenting their bid disclose any/all payments made is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/ Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/ Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/ Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/ stake in the Bidder(s)/ Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/ Contractor at the time of filling of tender.

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

- 3.13 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 Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.15 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

#### **4.0 PREVIOUS TRANSGRESSION:**

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

#### **5.0 EARNEST MONEY (SECURITY DEPOSIT):**

The provision regarding Earnest Money/ Security Deposit as detailed in the 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 by the Bidder/ Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/ Contractor. However, the proceedings with the other Bidder(s)/ Contractor(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/ Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/ rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/ Contractor.
  - (iv) Deleted.
  - (v) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
  - (vi) Deleted.
  - (vii) To debar the Bidder/ Contractor from participating in future bidding processes of NHPC Limited as per provisions of “**Guidelines on Banning of Business Dealings**” of NHPC Limited (**Annex-A**), which may be further extended at the discretion of the Employer.
  - (viii) To recover all sums paid in violation of this Pact by Bidder(s)/ Contractor(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/ operated.
  - (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/ Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/ Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the

Bidder/ Contractor shall be final and conclusive on the Bidder/ Contractor. However, the Bidder/ Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **7.0 INDEPENDENT EXTERNAL MONITOR(S):**

- 7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with 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 Limited 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 Limited 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 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:** \_\_\_\_\_

**Witness**

**Witness**

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

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

(Name and address)

(Name and address)

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

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

(Name and address)

(Name and address)

**Guidelines on Banning Business Dealings**

**1.0 Introduction**

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

**2.0 Scope**

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

**3.0 Definitions**

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

- i) **“Agency /Party / Contractor / Supplier / Bidders/Vendors”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. **“Party / Contractor/ Supplier / Bidder/Vendor”** in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:
- For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
    - Competent Authority: CMD
    - Appellate Authority : Board of Directors
  - For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director )
    - Competent Authority: Concerned Director/Executive Director as the case may be
    - Appellate Authority: CMD /Concerned Director as the case may be
  - For works awarded/under Tendering from 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 concern division as the case may be.
    - Competent Authority: Head of the Unit not below the rank of General Manager
    - Appellate Authority: Next higher authority
- iv) **“Investigating Committee”** shall mean a Committee appointed by Competent Authority to conduct investigation.

**4.0 Initiation of Banning / Suspension**

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

**5.0 Suspension of Business Dealings.**

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be

communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region/corporate office (in case of works awarded/under tendering from corporate office) in case of falling in the competency of HOP and below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at corporate office suspension shall be effective at corporate office. During the period of suspension, no business dealing shall be held with the Agency.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I**

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

6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;

6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.

6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;

6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.

6.6 If the Agency does not fulfill 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.

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

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

#### **7.7 Effect of Banning**

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

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

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

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

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

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

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

#### **7.8 Hosting at NHPC website**

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

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

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

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

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

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

**(Format for Intimation of Suspension of business dealing)**BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

Dear Sir,

Whereas the work of ..... was awarded to your firm vide letter of award no ...dd..... 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 on-going 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:

- a) **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%.

- a) 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.

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

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

Yours faithfully,  
For & On behalf of NHPC

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

.....

Attn.: Shri .....

**Sub: Show Cause Notice**

Ref :

Dear Sir,

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

*(Give Reasons)*

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

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

Yours faithfully,

For & On behalf of NHPC

**(Format for Intimation of Banning of Business Dealing)**BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub: Intimation of Banning of Business Dealings**

Dear Sir,

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

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

**“Brief of the Default may be mentioned”**

Whereas show cause notice vide no ... dtd.....was served upon you. (Whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. \_\_\_\_\_dt. \_\_\_\_\_ 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 Show Cause Notice and consideration of representation in reply to show cause notice, opportunity of personal hearing, 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 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 practise/ or any unethical practise 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 on-going contracts between you & NHPC, (including cases where contract has already been awarded before the issue of banning order) you will be required to continue with the execution and perform as per terms of the contract.

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

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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

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

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

Appellate Authority:

Designation:

Address:.....

Ph. no.

e-mail:

Yours faithfully,

For & On behalf of NHPC

**Note:** *Strikeout whichever is not applicable*

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

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

Dear Sir,

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

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

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

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

## In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (Reasoned Order) the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defense and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact if no sufficient grounds have 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 practise/ or any unethical practise and /or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC

## SCOPE OF WORK

**Name of Work: "Supply, Installation/ Commissioning, Integration of current CCTV Surveillance System with new system as a single system of Uri-II Power station and Comprehensive Annual Maintenance Contract (CMC) for 3 years".**

### **1. Scope of work for Supply, Installation & Commissioning of CCTV System and CMC**

The Scope of work has been covered in the attached BoQ and specifications as per Annexure-A. However, the Contractor shall be responsible to complete the works in all respects and in doing so, provide/ supply all facilities not covered in Annexure-A, but nevertheless required for the satisfactory performance of complete system. Detailed Scope of work includes survey of all the locations, delivering the Bill of Quantities (BOQ) to locations, Joint Material inspection at site with Engineer in Charge or its representative including Installation/ Commissioning, Integration of current CCTV Surveillance System with new system as a single system **with 90 days backup**, displacement of old cameras (if required) for better coverage & Handing over the site.

### **2. Current CCTV Surveillance System:**

The existing CCTV surveillance system of URI-II Power Station has been installed in year 2017 at three locations (Admin Building, DAM and Power House). Presently total 76 cameras (Panasonic Make), 26 Switches (8 port +2 SFP), 30 racks (16 nos 9U, 13 nos 6U & 1 no 42U) with 03 nos central core server are being active and maintained round the clock by URI-II Power Station. 17 cameras & 4 Switches are considered for replacement whereas provision for new cameras/switches is already addressed in above scope. Balance 59 cameras, 22 switches, 30 racks are available for integration with new CCTV Surveillance System.

### **3. Scope for ADSS 12/6 Core OFC laying**

#### **3.1. OFC cable laying is performed as given below:-**

##### **Overhead Locations**

- a) Admin Building, Salamabad to Power House, 12 Core (Approx. total length 10000M)
- b) Admin Building to Salamabad CISF Office, 12 Core (Approx. total length 1200M)
- c) Admin Building to Dam, 12 Core (Approx. total length 1800M)
- d) Power House to Surge Shaft, 6 Core (Approx. total length 1800M)
- e) Power House to Switch Yard, 6 Core (Approx. total length 1200M)
- f) Dam to SFT, 6 Core (Approx. total length 1200M)

##### **Laying through Wall / Pole (approx. total length 3800M)**

- g) Within Power House Building for Floor wise OFC/ cameras connectivity.
- h) Admin Building, Salamabad Residential colony for interconnectivity between different Buildings / Cameras Locations through OFC.

#### **3.2. 12/6 core ADSS optical fiber cable along with following associated hardware accessories as per the technical specification mentioned: -**

- a) Tension Assembly suitable for ADSS Cable including Mini Bracket, Mini Formed Wire Tangent, Trunnion Assemblies, Down lead Clamp etc.
- b) 12/6 Fiber Inline Splice Enclosures.
- c) Supply of other than SOQ parts/ service equipment required during said laying and installation of ADSS OFC including Splicing Work.
- d) Hardware for laying over of cable on existing pole.
- e) Installation of pole with concrete as and where required.
- f) OTDR test report of all 12/6 core of laid ADSS OFC after completion of Work.

- g) All tools, instruments & Technical services and manpower required for carrying out the Job shall be in the scope of contractor.

**Other Indoor / Outdoor Laying Specification for 6/12 core OFC, Cat 6, Camera installation (Pole/ Wall/ Ceiling)/ Documentation and other procedures are annexed in Annexure-B.**

**4. Scope for 03 years' Comprehensive Maintenance (CMC) of complete CCTV Surveillance system (Integrated current CCTV Surveillance System with new system) :**

- Bidder shall quote the cost for CMC in three parts (year wise). In First part, bidder shall quote CMC cost for 1st year excluding repair cost of new supplied items covered under the warranty period. The bidder will also provide a certificate in this regard that "The quoted rate for first year CMC is excluding repair cost of new supplied items, which are covered under warranty" on their letterhead. In second and third part, bidder shall quote CMC cost for 2nd and 3rd year in normal condition or without warranty.
- The contractor shall be responsible for maintenance of all equipment's mentioned in Schedule with a view to provide uninterrupted service of the CCTV System including necessary preventive maintenance, attending to major and minor breakdowns post failure repairs and modifications if any, required for the CCTV system of Uri-II Power Station.
- The complete CCTV system (as per above scope) in Uri-II Power Station will be monitored round the clock by CISF Control Room. The contractor shall depute 2 nos competent and efficient technicians having enough knowledge in the field of Networking and CCTV System for routine preventive maintenance as well as to attend the breakdowns (as and when required) to ensure the trouble-free working of CCTV system during CMC period.
- The Service Maintenance Contract shall also include the trouble shooting of any network issues arising in the CCTV network.
- The representative of the contractor shall report to Engineer in-charge of CCTV to carry out all necessary inspections/ tests of the system.
- At the end of each major break down repair, contractor's Engineer should prepare a service report and submit the same to the IT Division of Uri-II Power Station.
- All the tools and testing instruments required for checking testing and attending to routine maintenance and breakdowns shall be arranged by the contractor.
- The contractor shall undertake preventive maintenance of CCTV System preferably in the last week of every month. In addition to the preventive maintenance the contractor shall attend break down calls whenever emergency arises.
- The replacement of components of the equipment will be the whole responsibility of contractor for the same OEM with similar or higher configuration as and when required during the period of Warranty (Equipment) and CMC".
- The contractor's staff will carry the routine spares and tools required for preventive maintenance to ensure minimum down time without any additional cost. In addition to those spares contractor will also arrange other spares if required without any additional charges.
- Breakdown call shall be attended with a time frame after getting the notice. If the repair is major, contractor shall provide standby equipment at its cost.
- In case of major repairs necessitating removal of the equipment to the contractor's service center, the system or its parts shall be reinstalled after repairing and set-in working condition at the owner premises. Provision of standby camera comes under the scope of contractor.
- A log book will be maintained in which, day to day failures and problems notices shall be entered indicating date and time. The contractor's Engineer/representative has to fill up the log book as per schedule maintenance check-up giving the details as well as corrective measures taken by the contractor's engineers with date and time.

- The contractor shall ensure that the full configuration of the equipment is in proper working condition, after repair and maintenance.
- The period of Service Maintenance Contract (CMC) shall begin immediately after successful installation and operation of complete CCTV surveillance system and deposit of Spare parts at site as Reserve Spare parts for said Service Maintenance Contract.
- Maintenance of LAN/ OFC cables etc has to be done by contractor. Any other work related to dressing like crimping, punching, splicing (if any), shifting/ relocation/ providing connectors etc. which is not specified in the scope of work and required during execution of the work shall be done by the contractor without any extra cost.

**Preventive Maintenance: -**

- Regular preventive maintenance shall be made by the firm ONCE IN A MONTH to ensure upkeep of the system.
- The preventive maintenance of the CCTV System includes cleaning all the equipment, checking the individual complete performance of equipment of the CCTV System.
- The contractor shall ensure the proper working of recording of the video obtained from the CCTV cameras and necessary backup has to be taken in the form of DVD/CD in the regular interval if required by the URI-II Power Station. The provision of DVD/CD shall be in the scope of Contractor.
- The service engineer of the contractor attending the maintenance shall monitor the environment in which, the hardware is working and forewarn the IT Division of any factor detrimental to the satisfactory performance of the hardware.
- A schedule for preventive maintenance shall be drawn by the contractor and submitted to the control room well in advance. It will be in such a manner that all the equipment falling within the purview of the contract is covered in a systematic manner.
- A separate log book shall be maintained for recording preventive maintenance.

**Reserve Spare Parts for CMC**

Following Reserve Spare Parts has to be kept at site by the contractor immediately after successful installation and operation of complete CCTV surveillance system:-

1. 5 MP Dome Camera with Audio, Motorized Varifocal, Night Vision as per specification of BOQ or equivalent- **1 No.**
2. 5 MP Bullet Camera with Audio, Varifocal, Night Vision as per specification of BOQ or equivalent- **2Nos.**
3. 5 MP Fixed Bullet Camera as per specification of BOQ or equivalent - **2No.**
4. 5 MP PTZ Camera as per specification of BOQ or equivalent – **1 No.**
5. 5MP Motorized Camera for ANPR as per specification of BOQ or equivalent – **1 No.**
6. 24 Port 10/100/1000 Mbps, L2 Access Switch as per specification of BOQ – **1 No.**
7. 24 Port 10/100/1000 Mbps, L3 Access Switch as per specification of BOQ – **1 No.**
8. 8 Port PoE+ and 2 SFP Layer 2 Switch as per specification of BOQ – **2 No.**
9. Media Converter -100 MBPS - **2 Nos.**
10. 1 KVA UPS with 15-30 minutes Power Backup - **2 Nos.**