

NHPC LIMITED  
(A Govt. of India Enterprise)  
CIN: L40101HR1975GOI032564

**Corrigendum No.1**

**Name of the Work:** Lot-I Package: Civil works comprising of Head Race Tunnel including Adits, Surge Shaft including Adits, Pressure Shaft/Penstock including Adits, Underground Power House Cavern, Bus Ducts, Underground Transformer Cavern, Underground Draft Tube Gate Operation Cavern, Mat and Other Adits / Access Tunnels in Power House Area, Cable cum Ventilation Tunnel, Ventilation Shafts, Downstream Surge Galleries, Tail Race Tunnel including Adits and TRT Outlet Structure” for the implementation of the 240 MW Uri-I Stage-II H.E Project, located near Boniyar, Uri villages in the Baramulla District of UT of J&K, India.

**Tender Id:** 2023\_NHPC\_859472\_1

**Tender Specification No.:** NH/CCW/CC-III/CO-389/PR10625/25

**Date of Corrigendum:** 05.06.2025

S. No.	Clause No.	Bid Condition	Amendment
1.	Para above the table in NIT.	Para above the table in NIT.	The Para above NIT table is numbered as Sr. No. 1 Subsequently the S. No. 1 against the Para just after NIT table is numbered as S. No. 2.
2.	Sr. No.6(i) under the table in NIT	<b>Earnest Money Deposit / Bid Security</b> US\$ 1.17 Million or INR 10.00 Crores	<b>Earnest Money Deposit / Bid Security</b> <del>US\$ 1.17 Million or</del> INR 10.00 Crores
3.	Clause 3 of NIT	<b>S. No. 3. Eligible bidders</b>	May be read as <b>S. No. 4. Eligible bidders</b> Further, the renumbered NIT is attached as Annexure-I to this Corrigendum.

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S. No.	Clause No.	Bid Condition	Amendment
4.	Sub-clause 18.1 of ITB	18.1 The bidder shall furnish, as part of its bid, a bid security for the amount stipulated in the Bidding Data in the currency of the Employer's country or in US Dollar.	18.1 The bidder shall furnish, as part of its bid, a bid security for the amount stipulated in the Bidding Data in the currency of the Employer's Country. <del>or in US Dollar.</del>
5.	Clause 13.3(d) of ITB.	<p><b>(d) Attachment-4: Local Representation</b></p> <p>If a foreign Bidder has engaged an Indian agent, it will be required to give the following details in its bid as per the format enclosed in the Bid Documents:</p> <p>i) The name and address of the local agent;</p> <p>ii) What service the agent renders; and</p> <p>iii) The fixed amount of remuneration for the agent included in the offer;</p> <p>The agency commission shall be indicated in the Letter of Tender and will be paid to the Bidder's agent in India in Indian Rupees.</p>	<p><b>(d) Attachment-4: <del>Local Representation</del></b></p> <p><del>If a foreign Bidder has engaged an Indian agent, it will be required to give the following details in its bid as per the format enclosed in the Bid Documents:</del></p> <p><del>i) The name and address of the local agent;</del></p> <p><del>ii) What service the agent renders; and</del></p> <p><del>iii) The fixed amount of remuneration for the agent included in the offer;</del></p> <p><del>The agency commission shall be indicated in the Letter of Tender and will be paid to the Bidder's agent in India in Indian Rupees.</del><u>Deleted.</u></p>
6.	Bidding Data Table	18.1 Amount of Bid Security: US\$ 1.17 Million or INR 10.00 Crores	18.1 Amount of Bid Security: <del>US\$ 1.17 Million or</del> INR 10.00 Crores
7.	Application Form-4A	<b>Application Form-4A</b>	<b>Application Form-4A</b> Revised format is attached as <b>Annexure-II</b> to this Corrigendum.

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S. No.	Clause No.	Bid Condition	Amendment
8.	Application Form-4B	<b>Application Form-4B</b>	<b>Application Form-4B</b> Revised format is attached as <b>Annexure-III</b> to this Corrigendum.
9.	<b>6.0 Access roads to various work sites:</b>	Details of identified dumping areas and the distance of each from the nearest portal are as below:	Layout drawing showing location of dumping area is attached as <b>Annexure-IV</b> to this Corrigendum.
10.	Clause 4.11 of PCC	After 1st para of Sub-Clause 4.11, add: Items of the works described in the Bill of Quantities for which no rate or price has been entered in the Contract shall be considered (up to the quantities provided in BoQ) as included in other rates and prices in the Contract and will not be paid for separately by the Employer. However, if the executed quantities for such items exceeds BOQ quantity, the rate for the quantities beyond BoQ shall be paid at the rates worked out as per sub-clause 12.3, (Evaluation) not withstanding conditions a(ii) & a(iii) of sub clause 12.3. The Contractor shall not have any claim except evaluation under sub-clause 12.3 due to changes in quantities arising out of execution of items by Employer as per sub-clause 4.10.	After 1st para of Sub-Clause 4.11, add: Items of the works described in the Bill of Quantities for which no rate or price has been entered in the Contract shall be considered (up to the quantities provided in BoQ) as included in other rates and prices in the Contract and will not be paid for separately by the Employer. However, if the executed quantities for such items exceeds BOQ quantity, the rate for the quantities beyond BoQ shall be paid at the rates worked out as per sub-clause 12.3, (Evaluation) not withstanding conditions a(ii) & <del>a(iii)</del> of sub clause 12.3. The Contractor shall not have any claim except evaluation under sub-clause 12.3 due to changes in quantities arising out of execution of items by Employer as per sub-clause 4.10.

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S. No.	Clause No.	Bid Condition	Amendment
11.	Clause 4.25 of PCC	<p>Land for Infrastructure shall be arranged by the Contractor himself at his own cost. The Employer shall hand over land for Permanent Works, dumping area and quarries, free of cost to the Contractor on “as is where is” basis.</p> <p>However, if sparable, the Contractor shall be allowed to use such land, for his installation facilities viz. batching plant and crushing plant etc. at a one-time nominal license fee of Rs.1000 (Rupees one thousand) for the duration up to the period the land is sparable for use by the Contractor for his infrastructural facilities, as above.</p> <p>On the completion of the Works, the Contractor shall hand over the land handed over to him by Employer in good condition and free of encumbrances.</p> <p>Additional land, if required, shall be arranged by the Contractor himself at his own cost and the Employer shall not be responsible for making available the same.</p> <p>The use or occupation of the land by the Contractor shall not confer on him any right of tenancy or possession thereof. The Contractor shall vacate land immediately upon one month notice of the Engineer.</p>	<p>Land for Infrastructure shall be arranged by the Contractor himself at his own cost. The Employer shall hand over land for Permanent Works, dumping area and quarries, free of cost to the Contractor on “as is where is” basis. <u>Additional land, if required, shall be arranged by the Contractor himself at his own cost and the Employer shall not be responsible for making available the same.</u></p> <p>However, if sparable, the Contractor shall be allowed to use such land, for his installation facilities viz. batching plant and crushing plant etc. at a one-time nominal license fee of Rs.1000 (Rupees one thousand) for the duration up to the period the land is sparable for use by the Contractor for his infrastructural facilities, as above.</p> <p>On the completion of the Works, the Contractor shall hand over the land handed over to him by Employer in good condition and free of encumbrances.</p> <p>The use or occupation of the land by the Contractor shall not confer on him any right of tenancy or possession thereof. The Contractor shall vacate land immediately upon one month notice of the</p>



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S. No.	Clause No.	Bid Condition	Amendment
			Engineer. <del>Additional land, if required, shall be arranged by the Contractor himself at his own cost and the Employer shall not be responsible for making available the same.</del>
12.	Clause 4.30 of PCC	In order to comply with Policy on Business Responsibility and Sustainability Report (BRSR) of Employer available on web 'www.nhpcindia.com', the contractor as a Value Chain Partner shall submit disclosures with every RA bill and final bill during execution of contract in the format prescribed at Form & Procedure -18 section –IV (Form & Procedure) certifying their compliances towards Sustainability Standards based on Environment, Social and Governance (ESG) Parameters. The contractor shall provide free and smooth access to the authorized person(s) of Employer in its premises (office/assets/locations/units etc.) to confirm / evaluate / rectify the same, as and when required.	In order to comply with Policy on Business Responsibility and Sustainability Report (BRSR) of Employer available on web 'www.nhpcindia.com', the contractor as a Value Chain Partner shall submit disclosures with every RA bill and final bill during execution of contract in the format prescribed at <del>From &amp; Procedure –18 section –IV (Form &amp; Procedure)</del> <u>Annexure-XII</u> certifying their compliances towards Sustainability Standards based on Environment, Social and Governance (ESG) Parameters. The contractor shall provide free and smooth access to the authorized person(s) of Employer in its premises (office/assets/locations/units etc.) to confirm / evaluate / rectify the same, as and when required.
13.	Clause 14.3 of PCC	.....The contractor shall furnish a certificate along with Interim Payment Certificate /Final payment	.....The contractor shall furnish a certificate along with Interim Payment Certificate /Final payment

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S. No.	Clause No.	Bid Condition	Amendment
		<p>Certificate that GST payable by him has been deposited / will be deposited to the Govt. Treasury.</p> <p>(i) In order to comply with Policy on Business Responsibility and Sustainability Report (BRSR) of Employer available on web 'www.nhpcindia.com', the contractor as a Value Chain Partner shall submit disclosures with every RA bill and final bill during execution of contract in in the format prescribed at From &amp; Procedure -18 section –IV (Form &amp; Procedure) certifying their compliances towards Sustainability Standards based on Environment, Social and Governance (ESG) Parameters. The contractor shall provide free and smooth access to the authorized person(s) of Employer in its premises (office/assets /locations/units etc.) to confirm / evaluate / rectify the same, as and when required.</p>	<p>Certificate that GST payable by him has been deposited / will be deposited to the Govt. Treasury.</p> <p>(i) In order to comply with Policy on Business Responsibility and Sustainability Report (BRSR) of Employer available on web 'www.nhpcindia.com', the contractor as a Value Chain Partner shall submit disclosures with every RA bill and final bill during execution of contract in in the format prescribed at <del>From &amp; Procedure –18 section –IV (Form &amp; Procedure)</del> <u>Annexure-XII</u> certifying their compliances towards Sustainability Standards based on Environment, Social and Governance (ESG) Parameters. The contractor shall provide free and smooth access to the authorized person(s) of Employer in its premises (office/assets/locations/units etc.) to confirm / evaluate / rectify the same, as and when required.</p>
14.	Clause 17.7 of PCC	<p>The Contractor and Engineer shall maintain Risk Register as per format provided in the bid document. In case the Contractor or the Engineer, as the case may be, believes that any matter or event is the risk of the other Party under a particular item of the Risk Allocation Schedule,</p>	<p>The Contractor and Engineer shall maintain Risk Register as per format <u>(Form-19)</u> provided in the bid document. In case the Contractor or the Engineer, as the case may be, believes that any matter or event is the risk of the other Party under a particular item of the</p>

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S. No.	Clause No.	Bid Condition	Amendment
		Contractor or the Engineer shall enter full particulars of the same together with the grounds for such claim and the material in support thereof.....	Risk Allocation Schedule, Contractor or the Engineer shall enter full particulars of the same together with the grounds for such claim and the material in support thereof.....
15.	Sub-Clause 20.6(ii) of PCC	<p>First Para of Sub-Clause 20.6 is modified as under:</p> <p>Subject to Sub-Clause 20.4 &amp; 20.5 of these Conditions, unless settled amicably.....Any dispute shall be settled by arbitration, as set forth below:</p> <p>(i) A dispute with an Indian Contractor shall be finally settled by arbitration in accordance with the Indian Arbitration &amp; Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India). For the purposes of this Sub-Clause, the term "Indian Contractor" means a contractor who is registered in India and is a juristic</p>	<p>First Para of Sub-Clause 20.6 is modified as under:</p> <p>Subject to Sub-Clause 20.4 &amp; 20.5 of these Conditions, unless settled amicably.....</p> <p>Any dispute shall be settled by arbitration, as set forth below:</p> <p>(i) A dispute with an Indian Contractor shall be finally settled by arbitration in accordance with the Indian Arbitration &amp; Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India). For the purposes of this Sub-Clause, the term "Indian Contractor" means a contractor who is registered in India and is a juristic person</p>

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S. No.	Clause No.	Bid Condition	Amendment
		<p>person created under Indian law as well as a joint venture between such a contractor and a Foreign Contractor.</p> <p>(ii) In the case of a dispute with a Foreign Contractor, the dispute shall be finally settled in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and read with UNCITRAL Arbitration Rules. The arbitral tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach a consensus within a period of 30 days from their appointment on the Presiding Arbitrator to be appointed subsequently, said Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India). For the purposes of this Sub-Clause 20.6, the term "Foreign Contractor" means a contractor who is not registered in India and is not a juristic person created under Indian Law. In case of any contradiction between Indian Arbitration and Conciliation Act, 1996 and UNCITRAL Arbitration Rules, the provisions contained in Indian Arbitration and Conciliation Act, 1996 shall prevail.</p>	<p>created under Indian law as well as a joint venture between such a contractor and a Foreign Contractor.</p> <p>(ii) <del>In the case of a dispute with a Foreign Contractor, the dispute shall be finally settled in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and read with UNCITRAL Arbitration Rules. The arbitral tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach a consensus within a period of 30 days from their appointment on the Presiding Arbitrator to be appointed subsequently, said Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India). For the purposes of this Sub-Clause 20.6, the term "Foreign Contractor" means a contractor who is not registered in India and is not a juristic person created under Indian Law. In case of any contradiction between Indian Arbitration and Conciliation Act, 1996 and UNCITRAL Arbitration Rules, the provisions contained in Indian Arbitration and Conciliation Act, 1996 shall prevail.</del> Deleted.</p> <p>(iii) Arbitration may be commenced prior to or after completion of the Works.....</p>

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S. No.	Clause No.	Bid Condition	Amendment
		(iii) Arbitration may be commenced prior to or after completion of the Works.....	
16.	Annexure-V to PCC	Risk Allocation Schedule	Modified Risk Allocation Schedule is attached as <b>Annexure-V</b> to this Corrigendum.
17.	Annexure-IX(A) to PCC		<u>Addition of new annexure</u> New <i>Annexure-IX (A)</i> is added in PCC for OM No. 15-18/1/2020 HYDEL-II (MoP)-Part (1) dated 29.11.2021 issued by Ministry of Power in respect of Independent Engineer, which is attached as <b>Annexure-VI</b> to this Corrigendum.
18.	Annexure-X to PCC	OM no. 11/22/2021-Th.II-Part(1) dated 27.02.2024(regarding DRC) & Dispute Resolution through Conciliation Committee of Independent Experts (CCIE) as Notified by the Ministry of Power, Govt. of India vide Office Memorandum F.No.11/22/2021 dated 29.12.2021	OM no. 11/22/2021-Th.II-Part(1) dated 27.02.2024 (regarding DRC) & MoP Office Memorandum F.No.11/22/2021 dated 29.12.2021 is attached at <b>Annexure-VII</b> to this Corrigendum.
19.	Annexure-XI to PCC	Process of appointment, Broad Terms and Conditions and Standard operating Procedure for the proceedings of Conciliation Committee of Independent Experts (CCIEs)	Process of appointment, Broad Terms and Conditions and Standard operating Procedure for the proceedings of Conciliation Committee of Independent Experts (Annexure-XI to PCC) is attached at <b>Annexure-VIII</b> to this Corrigendum.
20.	Attachment-I to Letter of Tender	Bank Guarantee Format for Earnest Money & Insurance Surety Bond for Earnest Money	Revised Format is attached at <b>Annexure-IX</b> to this Corrigendum.
21.	<b>Attachment-4 to Letter of Tender</b>	Attachment-4 (Details in respect of Local agent)	Deleted.
22.	<b>Attachment-8 to Letter of Tender</b>	Format of Pre Contract Integrity Pact	Copy of signed Pre Contract Integrity Pact is attached by Employer ( <b>Annexure-X</b> ) to this Corrigendum).

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S. No.	Clause No.	Bid Condition	Amendment
23.	Forms-3, 4, 5 & 7	3. PERFORMANCE SECURITY FORM 4.PERFORMANCE SECURITY BANK GUARANTEE 5. PERFORMANCE SECURITY FORM 7. FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY Form-7(a) FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY Form-7(b) FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY Form-7(c) FORMAT OF INSURANCE SURETY BOND FOR PARENT/ HOLDING COMPANY	Modified formats for these forms are attached at <b>Annexure-XI</b> to this Corrigendum.
24.	Form-19	Format of Risk Register	Attached as <b>Annexure-XII</b> to this Corrigendum.
25.	B2 Clause 2.10.1.2(b)	Loading, hauling and dumping the excavated material on stockpiles, spoil tips or points of incorporation in Permanent Works up to 3km distance measured along the road i.e. nearest points along the road from designated excavated area and disposal area; clearing of the spoil areas and formation of spoil tips as specified; clearing of the stockpile areas, formation and maintenance of stockpiles and spoil tips, drainage and dealing with water in stockpiles and spoil tips, re-handling of suitable materials including segregating, grading, draining and drying of materials suitable for use in concrete, embankment construction or as backfill.	Loading, hauling and dumping the excavated material on stockpiles, spoil tips or points of incorporation in Permanent Works up to <del>3km</del> <u>6km</u> distance measured along the road i.e. nearest points along the road from designated excavated area and disposal area; clearing of the spoil areas and formation of spoil tips as specified; clearing of the stockpile areas, formation and maintenance of stockpiles and spoil tips, drainage and dealing with water in stockpiles and spoil tips, re-handling of suitable materials including segregating, grading, draining and drying of materials suitable for use in concrete, embankment construction or as backfill.
26.	B2 Clause 2.10.1.3	Extra payment will be made for handling the excavated material beyond 6 to 8 km and up to 10 km. Measurement for payment will be based on the hauled volume. The volume of the material will be measured during hauling	Extra payment will be made for handling the excavated material beyond 6 to 8 km and <del>up to</del> <u>beyond 8 km to</u> 10 km. Measurement for payment will be based on the hauled volume. The volume of the material will be

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S. No.	Clause No.	Bid Condition	Amendment
		operations by counting the number of return truckloads, and will be calculated by applying the following bulking factors:	measured during hauling operations by counting the number of return truckloads, and will be calculated by applying the following bulking factors:
27.	<b>B3 Clause 3.15.1.6</b>	<p>b) Provisions for, and operation of, the train as well as vehicular traffic; loading, hauling, and dumping the excavated material on stockpiles, spoil tips, or points of incorporation into the Permanent Works up to 3 km distance from the portal; clearing of the spoil areas and formation of spoil tips as specified; clearing of the stockpile areas, formation and maintenance of stockpiles, re-handling of suitable materials including segregating, grading, drainage and drying of materials suitable for use in embankment construction or as backfill,</p> <p>c) Extra payment will be made for handling the excavated material beyond 6 to 8 km and up to 10 km at the appropriate unit price as entered in the Bill of Quantities. Measurement for payment will be based on the hauled volume. The volume of the material will be measured during hauling operations by counting the number of return truckloads, and will be calculated by applying the following bulking factors:</p>	<p>b) Provisions for, and operation of, the train as well as vehicular traffic; loading, hauling, and dumping the excavated material on stockpiles, spoil tips, or points of incorporation into the Permanent Works up to <del>3 km</del> <u>6 km</u> distance from the portal; clearing of the spoil areas and formation of spoil tips as specified; clearing of the stockpile areas, formation and maintenance of stockpiles, re-handling of suitable materials including segregating, grading, drainage and drying of materials suitable for use in embankment construction or as backfill,</p> <p>c) Extra payment will be made for handling the excavated material beyond 6 to 8 km and <del>up to</del> <u>beyond 8 km to</u> 10 km at the appropriate unit price as entered in the Bill of Quantities. Measurement for payment will be based on the hauled volume. The volume of the material will be measured during hauling operations by counting the number of return truckloads, and will be calculated by applying the following bulking factors:</p>
28.	<b>B.17 Clause 17.3.3 Mechanically woven double-twisted hexagonal wire mesh</b>	<p>1) Measurement and payment for furnishing and placing the steel wire mesh gabions shall be in numbers of specified size and mode of its placement as given below:</p> <p>a. Total nos. of gabion of size as per construction drawing or as instructed by Engineer-in-Charge with one diaphragm along with in-situ filling of boulders and/ or rock fragments and placing at specified location. Payment will be made for gabions at the unit price per number entered in the Bill of Quantities.</p>	<p>1) Measurement and payment for furnishing and placing the steel wire mesh gabions shall be <u>the area of gabions placed in situ</u> <del>in numbers of specified size and mode of its placement as given below:</del></p> <p>a. Total <del>nos.</del> <u>area</u> of gabion of size as per construction drawing or as instructed by Engineer-in-Charge with one diaphragm along with in-situ filling of boulders and/ or rock fragments and placing at specified location.</p>



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S. No.	Clause No.	Bid Condition	Amendment
			Payment will be made for gabions at the unit price per <del>number</del> <u>Sqm</u> entered in the Bill of Quantities.
29.	Data Sheet 3	Data Sheet 3: Equipment and Plants	Data Sheet 3: Equipment and Plants <b>Modified Data Sheet-3 is attached as Annexure-XIII to this Corrigendum.</b>
30.	Data Sheet 3C	Data Sheet 3C: List of Critical Equipment for Uri-I Stage-II HE Project.	<b>Data Sheet 3C: List of <del>Critical</del> <u>Key</u> Equipment for Uri-I Stage-II HE Project</b> is attached at <b>Annexure-XIV</b> to this Corrigendum.
31.	Data Sheet 4A	<b>Reference to Technical Specification 38.8 (3)</b> Excavation of Shaft by Raise Boring	<b>Reference to Technical Specification 38.8 (3) may please be read as 3.8.8 (3)</b>
32.	General	KMZ file of the project	Pdf file is attached at <b>Annexure-XV</b> to this Corrigendum.

All other terms & conditions of the tender document shall remain unchanged.

**General Manager (CC-III)**  
Contracts Civil Division  
E-mail: [contcivil3-co@nhpc.nic.in](mailto:contcivil3-co@nhpc.nic.in)  
Phone: 0129-2588720



## **Annexure-I to Corrigendum no. 1**

**NHPC LIMITED**  
**(A Govt. of India Enterprise)**

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**NOTICE INVITING E-TENDER**  
**(Domestic Competitive Bidding)**

1. Online electronic bids are invited for and on behalf of NHPC Limited, Faridabad on Domestic Competitive Bidding (DCB) basis in single stage Two Part bidding basis (i.e. Part-I: QR + Technical Bid and Part-II: Financial Bid) with e-Reverse Auction(e-RA) from eligible bidders for the “**Lot-I Package: Civil works comprising of Head Race Tunnel including Adits, Surge Shaft including Adits, Pressure Shaft/Penstock including Adits, Underground Power House Cavern, Bus Ducts, Underground Transformer Cavern, Underground Draft Tube Gate Operation Cavern, Mat and Other Adits / Access Tunnels in Power House Area, Cable cum Ventilation Tunnel, Ventilation Shafts, Downstream Surge Galleries, Tail Race Tunnel including Adits and TRT Outlet Structure for the implementation of the 240 MW Uri-I Stage-II H.E Project, located near Boniyar, Uri villages in the Baramulla District of UT of J&K, India**” as briefly described hereunder:

1.	Tender Specification No.	NH/CCW/CC-III/CO-389/PR10625/25
2.	Tender ID	2025_NHPC_859472_1
3.	Mode of tendering	e-Procurement System (online) Cover-I-Qualification Particulars and Techno-Commercial Bid Cover- II - Price Bid through web portal of Central Public Procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
4.	Estimated Cost	1069.66 Crores
5.	Time for Completion	44 Months
6.	i) Earnest Money Deposit / Bid Security ii) Tender Document Fees (non-refundable) by way of Demand Draft.	i) <del>US\$ 1.17 Million or</del> <b>INR 10.00 Crores</b> ii) <b>Rs. 40,000/-</b> (INR Rupees Forty Thousand Only) in favour of NHPC Limited, Faridabad
7.	NIT Issue date & Tender View Date and time	09.05.2025 (17:00 Hrs)
8.	Last date of Receipt of clarification of Bid for Pre-Bid	16.05.2025 (17:00 Hrs)
9.	Date & Venue of Pre bid Conference	19.05.2025 (15:00 Hrs) i) 1 <sup>ST</sup> Floor, Jyoti Sadan NHPC Office Complex, Sector-33, Faridabad, Haryana, India-121003 ii) through Video Conference (Meeting ID and password to be shared to the

		<i>Prospective bidder.)</i>
10.	Date of Starting of submission of e-Tender for online Techno-Commercial Bid and price Bid at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	03.06.2025 (17:00 Hrs)
11.	Deadline for submission of online Techno-Commercial Bid & Price Bid.	09.06.2025 (17:00 Hrs)
12.	Deadline for submission of Hard Copy (Offline documents) to Tender Inviting Authority	11.06.2025 (11:00 Hrs)
13.	Venue, Date & time of opening of online bids and offline documents:	<u>Venue:</u> O/o General Manager (CC-III), Contracts-Civil Division, 2nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
	a) Part-I - Techno-Commercial Bid	a) 11.06.2025 (11.:30 Hrs)
	b) Part II - Price Bid	b) Date and Time to be intimated later to the bidders whose Techno-commercial bids will be found responsive.
14.	Date & Time of Start of e-Reverse Auction	Shall be intimated separately by NHPC
15.	Tender Inviting Authority	<b>General Manager (CC-III),</b> Contracts (Civil) Division, 2nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), India Tele # +0129-2588720 E-mail: contcivil3-co@nhpc.nic.in

**Note: Wherever time is mentioned it is Indian Standard Time.**

**4.2.** Complete tender can be viewed and submitted through Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> (link to reach at site is also available at tender corner as 'e-Procurement' at [www.nhpcindia.com](http://www.nhpcindia.com)). Bids shall be submitted online at CPPP website only at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders' for the e-submission of the bids online through the Central Public Procurement Portal. e-Reverse Auction (e-RA) shall be conducted after e-tendering in terms of Bid Conditions.

### **2.3. Special Instructions to Bidders for e-Tendering**

#### **3.1 Registration:**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrollment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.

- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

### 3.2 Searching For Tender Documents:

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

### 3.3 Preparation for Submission of Bid:

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

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

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

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

### 3.4 Submission of Bids:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the Tender Fee and Bid Security/EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/Insurance Surety Bond physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the Tender Fee/ Bid Security (EMD) and enter details of the DD/BC/BG/Insurance Surety Bond.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Bill of Quantities, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Bill of Quantities file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of the tender document.

- (ix) The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- (x) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

- (xi) After the bid submission (i.e. after Clicking “Freeze Bid Submission in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xii) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xiii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- (xiv) After submission of the bid, the bidder can re-submit revised bid any number of times but before stipulated deadline for submission of bid. The bidders are advised not to withdraw their bids as once the bid is withdrawn, they cannot participate in same tender again.

### 3.5 Assistance to Bidders:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk Number, 0120-4001002, 0120-4001005, 0120-4493395 (Domestic Bidders are requested to prefix +91 as country code), E-mail : support-eproc(at)nic(dot)in.

### 3.6 Four Key Instructions for BIDDERS

The following ‘**FOUR KEY INSTRUCTIONS for BIDDERS**’ must be assiduously adhered to:-

- (i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.
- (ii) Register your organization on CPPP well in advance of tender submission deadline.
- (iii) Get your organization’s concerned executives trained on CPPP well in advance of tender submission deadline.
- (iv) Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

**Note: Electronic procurement system will not allow any bidder to place their bids after the expiry of scheduled date & time. NHPC/ NIC/CPPP shall not be responsible for any delays/problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/ NIC/CPPP.**

## 3.4. Eligible Bidders

To be eligible to participate in the bidding, the prospective bidder should meet the minimum qualification criteria set forth hereunder:

### 4.1 Technical Criteria

#### 4.1.1 General Construction Experience

The Bidder (Sole Contractor or Lead Partner of JV) should have the General Construction Experience as Prime Contractor or Partner of JV or Sub-contractor approved by Employer, of substantially completed a major Civil Structure in a Water Resources/ Hydro Power Development Project or other Civil/Infrastructure Works during last twelve (12) years of following value:

1. One similar work costing not less than INR 855 Crore or 100 Million USD.
2. Two similar works each costing not less INR 535 Crore or 60 Million USD
3. Three similar works each costing not less than INR 430 Crore or 50 Million USD.

Similar Works / Major Civil Structure shall mean Dam/ Barrage, Tunnel, Power House, surge Shaft/Pressure Shaft.

In case of tunnelling works the experience of tunnelling of Highway Tunnel/ Railway Tunnel/Metro Tunnel shall also be considered.

The reference date for considering the period of preceding twelve (12) years for general construction experience shall be last day of the month previous to the one in which Bid is invited.

#### 4.1.2. Specific Experience:

Successful experience as Sole Contractor or Partner of the JV or Sub-contractor approved by the employer for executing Major Civil Works in substantially completed project during last 20 years reckoned from the last day of the month previous to the one in which Tender is invited) for the following:

##### 4.1.2.1 Underground Power House

- a) Completion of an Underground / Sub-Surface / Surface Power House in Hydroelectric Projects.

AND

- b) Completion of at least one cavern of minimum **16 m width** and minimum **34 m height**.

##### 4.1.2.2 Tunnel

Experience of tunneling with Drill and Blast Method (DBM):

- a) Completion of excavation of at least one tunnel of minimum **4.0 m** diameter of the proposed tunnel with minimum length of **5.0 km**.

AND

- b) Completion of concrete lined tunnel of minimum **3 km** length from one project of **3 m** finished diameter.

*Note: In case of tunnelling works, the experience of tunnelling of highway tunnel /railway tunnel/ Metro tunnel shall also be considered.*

#### 4.1.2.3 Pressure Shaft / Surge Shaft

Completion of civil works (Excavation and Concreting) of at least one underground steel/concrete lined, vertical/inclined shaft with minimum height of **103 m**.

*Note: In case of inclined shaft, the height shall be considered as perpendicular distance between the center lines of upper horizontal limb and lower horizontal limb of the shaft.*

**Note:**

- 1) Bidder should have executed one or more works of similar nature and magnitude covered under the tendered work package in a substantially completed / completed project during the preceding 20 years.
- 2) The reference date for considering the period of 20 years shall be reckoned from the last day of month previous to the one in which Tender is invited.
- 3) The work experience for excavation and concreting mentioned in Sub-Clause 4.1.2.3 may be from different projects.
- 4) Substantial Completion is when the works are completed in a condition that it is capable of being occupied and used by Employer for the purpose for which it is intended. Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration. For contracts under which the bidder participated as a joint venture member or sub-contractor, only the bidder's share, by value, shall be considered to meet this requirement.

Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.

- 5) The evaluation of Bidder's Specific experience for a work executed on JV basis shall be based on his role and scope of work in such joint ventures. To establish his role and scope of work in such Joint Venture contracts, the Bidders shall provide documentary evidence such as JV Agreement/Contract of the Work to the extent of experience claimed by him. In case the quantum of work as per experience certificate does not match with the scope of work as defined in the JV/ agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer /client.
- 6) In case scope of work of individual partners is not clearly defined in the JV/ agreement then credential of Bidders being partner in a JV/ shall be decided in the following manner:
  - a) Where Specific experience certificate in respect of individual JV partners is available, the same shall be considered to the extent of work executed by such JV partner.
  - b) Where Specific experience certificate is not available, or experience certificate is issued in the name of JV/, the evaluation shall be done in the following manner: -



- i) In case the participation / profit sharing percentage of Bidders as per JV agreement is at least 35%, full credit of the work executed by the JV/ shall be given to such Bidders.
- ii) In case the participation / profit sharing percentage of Bidder in JV agreement is less than 35%, no credit of work executed under such JV shall be given to such Bidder.
- iii) Notwithstanding (i) and (ii) above, in case of availability of Specific experience certificate, (a) above shall apply.

In case both participation share and profit sharing ratio are available in the JV Agreement, participation share shall prevail.

- 7) For the portion of work executed through a sub-contractor, full experience for that portion of work can be claimed by the Contractor as well as sub-contractor for fulfilling criteria for evaluation of Bidder's Technical experience.
- 8) If the bidder does not have specific experience of Hydro Project and qualifies on the basis of experience claimed for water resources or similar works then he shall mandatorily deploy the key personnel / experts (e.g. Hydrologist, geologist, Structural Engineer, Electrical specialist, Mechanical Specialist, Planning manager, Construction Managers etc.) having experience of executing the key components of hydro projects as per the requirement of work i.e. Dam, Power House, Tunnel etc. which shall mandatorily be deployed during contract execution till its completion. The list of Key personals / experts with requisite experience in Hydro Sector shall be provided in the tender document.
- 9) Key Personal/Experts and Manpower of the bidder to be engaged may be in multiple roles (maximum 2).
- 10) Evaluation of Key Personal/Experts and Manpower of the bidder to be engaged shall be done as per stated relevant experience in CV in the format provided in the bid document. More than one name can also be proposed by the bidder for similar positions. In case, any Key Personal/Experts and Manpower is not found eligible, alternate Key Personal/Expert and Manpower from the originally submitted list shall be considered for evaluation. In case of the proposed Key Personal/Expert and Manpower not being employed with the bidder, joint undertaking (bidder and the proposed member) for undertaking the position in case of award of work, shall be provided.

#### 4.2 FINANCIAL CRITERIA

- i. **Turnover:** The bidder should have Minimum average annual construction turnover of **INR 364 Crores** or **US\$ 43 Million** or equivalent for the immediately preceding two (02) consecutive financial years.
- ii. **Net worth:** The bidder should have positive "Net Worth" in at least 02 (two) Financial years out of the last 03(three) financial years, with the condition of Positive Net Worth in immediately preceding financial year.

'Net Worth' means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

For assessment, relevant pages of Annual Report containing Net worth figure duly certified by Authorized representative of bidders, otherwise, figure duly authenticated by the statutory Auditors should be submitted.

- iii. **Working Capital:** The working capital (current assets minus current liabilities) shall be at least 2 (two) times the monthly cash flow requirement. The minimum working capital shall not be less than **INR 49 Crores or US\$ 5.72 Million.**

For this purpose, current assets and current liabilities will be considered as classified in the audited balance sheet/equivalent financial statements including profit and loss statement of the immediately preceding financial year. If audited financial statement of the immediately preceding financial year is not available, then the bidder shall submit these statements certified by a Chartered Accountant.

**Note:**

- i) Other income shall not be considered for arriving at the Annual Turnover.
- ii) The Bidder's financial evaluation vis a vis the requirement as stipulated above shall be done on the basis of duly printed (offset) Annual Report/Equivalent financial statement for the immediately preceding 03 (three) years submitted by the Bidder along with the Bid. In case, bid submission date falls up to 30<sup>th</sup> September, the annual reports/ Equivalent financial statement up to previous year of the immediate preceding Financial Year shall be considered and for the Tenders having bid Submission date after September, the annual reports/ Equivalent financial statement up to immediate preceding Financial Year shall be considered. Further, standalone audited Annual Financial Statement of Bidder shall be forming part of the Annual Report/ Equivalent financial statement.

In case, if the Bidder has not submitted the above Annual Report/ Equivalent financial statement along with the Bid, then a certificate from CEO/CFO of the Bidder shall be submitted along with Bid mentioning that the requirement of Annual Report as per governing law of country is not mandatory in case of such bidders Equivalent financial statement shall be considered. In such cases duly notarized copies of Audited Printed Annual Financial Statement (Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant Schedules/ annexure etc.) for the immediately preceding 3(three) years be submitted by the Bidder along with the Bid. The Annual Financial Statement shall be considered for evaluation in same manner as defined in above Para for consideration of Annual Reports/ Equivalent financial statement.

- iii) In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover and Net Worth (calculated as per laid down criteria) duly certified by their Statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with

copy of appointment letter of the statutory auditor. The certificate should be issued with Unique Documents Identification Number (UDIN) as per Gazette Notification No.1-CA(7)/192/2019 dated 02.08.2019 or any other document Identification number issued to Certified public Accountants by their respective Institute, if applicable.

- iv) Wherever, the Annual Report/ duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed in English language and certified by approved/ recognized English translator shall be submitted with the Bid.
- v) The qualification given by statutory Auditors on the Financial Statements which have impact on Net Worth, Turnover, Working Capital or any other financial item shall be taken into account for calculating the above financial parameters of Qualifying Criteria.
- vi) For conversion to US\$ the exchange rate at the end of the respective accounting year shall be considered.
- vii) For working out the turnover and working capital criteria, the bidder's figures which could be in any currency, the respective year figures of turnover & working capital from the Annual Statement shall be converted to US\$ equivalent by adopting the exchange rate(s) prevailing on the last date of the respective accounting year(s)
- viii) For the purpose of compliance to the stipulated turnover criteria given at Financial Criteria, the relevant turnover from Joint Venture(s) as declared in the Joint Venture Agreement shall also be considered.

The proportionate JV Turnover shall be certified by their Chartered Accountant in the absence of not appearing the same in Audited Financial Statement.

### 4.3 Bid Capacity

The available Bid capacity of the Bidder at the time of submission of Price bid, calculated as under should not be less than **INR 1069.66 Crores** or **US\$ 124.96 Million**.

Available Bid capacity =  $(2.0 \times A \times N) - B$

Where;

A= Indexed value of Maximum value of Works executed (in an ongoing or completed project) in any one year during last 5 (five) years, keeping index of inflation as 6% (compounded annually) for calculating 'A' at present price level.

N = Number of years prescribed for completion of the subject contract package i.e.,  $44/12 = 3.67$  years.

B = Value of existing commitments (as on last date of bid submission) and on-going works to be completed in next "N" years.

The bid capacity shall be assessed at the time of submission of Bid and should not be less than the estimated cost of the work

For Conversion to INR the exchange rate at the end of the respective accounting year shall be considered.

The Bidder shall submit documentary evidence together with a certificate from its statutory auditors in support of establishing 'A' and 'B' above, along with their Bid.

#### **4.4 Bids of any insolvent firm**

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

In case, bidder or partner of JV in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016 (equivalent laws of the country where the firm has been incorporated / registered shall be applicable), the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking that “no insolvency proceedings are admitted by the Adjudicating Authority against bidder or partner of JV under the IBC 2016 (equivalent laws of the country where the firm has been incorporated / registered shall be applicable)” shall be submitted on letter head duly signed by the authorized representative of bidder or all the partners of JV.

Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 (equivalent laws of the country where the firm has been incorporated / registered shall be applicable) against bidder or partner of JV and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

#### **4.5 Nature of Bidders**

#### **4.6 Joint Venture Bidders:**

Joint Venture bidders shall comply with the following minimum qualifying requirements:

- (i) The number of partners in the Joint Venture not to exceed three (3) with one of the Partners designated as Lead Partner.
- (ii) The Lead Partner to fully meet the following:
  - a) General Experience Criteria as mentioned at 4.1.1
  - b) Specific Construction experience Criteria mentioned at 4.1.2.1
  - c) In case the Lead Partner itself meets the specific experience criteria under 4.1.2.2 or 4.1.2.3, the number of JV partners, including the Lead Partner, shall be restricted to 2(Two).
  - d) Average annual turnover (4.2(i)) not less than 50% of criteria specified under Financial Capacity.
  - e) Working Capital Criteria (4.2(iii))

- (iii) The other partner(s) to individually meet the following requirements:
  - a) In Case the Lead Partner itself meets the Specific Experience Criteria under 4.1.2.2 or 4.1.2.3, the number of JV partners, including the Lead Partner, shall be restricted to 2(Two) and the other partner has to meet the Specific Experience Criteria not met by the Lead Partner under 4.1.2.2 or 4.1.2.3.
  - b) In case the Lead partner itself does not propose to meet either of the Specific Construction Experience Criteria under 4.1.2.2 or 4.1.2.3, the number of JV partners, including the Lead Partner, shall be 3 (three) and the other partner(s) has to meet the Specific Experience Criteria under 4.1.2.2 and/or 4.1.2.3.
  - c) Average annual turnover (4.2(i)) not less than 20% of criteria specified under financial capacity.
- (iv) All the partners of the Joint Venture to individually fulfill the Net Worth and Insolvency criteria specified under Financial Capacity.
- (v) The Joint Venture to collectively satisfy, as a whole, the specified financial as well as technical requirements.
- (vi) The Bid Capacity requirement shall be satisfied by individual partner of Joint Venture in proportion to their participation share of work in Joint Venture.
- (vii) The parties shall be required to form the Joint Venture before applying for the tender which shall be evinced by submitting a copy of the Joint Venture agreement already entered into for the purpose. The Joint Venture agreement should contain the roles and responsibilities of each constituent, the proposed participation share of each partner along with the items of work to be executed by each partner. It shall also be brought out in the Joint Venture agreement that in case the Contract is awarded to the Joint Venture, each partner of the Joint Venture shall be responsible for execution of that item of work for which he claims to have specific technical experience.
- (viii) Lead partner of the Joint Venture should have at least 50% share.

#### **4.7 Bidders with Sub-Contractors:**

In case the Bidder does not have all requisite specific experience and also does not wish to enter into a Joint Venture or wants to restrict the joint venture partnership, he can associate sub-contractor(s) for specified activities in which he does not have the relevant experience as brought out below. The criteria to be met by such Bidder shall be as follows:

- (i) The Bidders himself to fully meet the following:
  - a) General Experience Criteria as mentioned at 4.1.1
  - b) Specific Construction experience Criteria mentioned at 4.1.2.1
  - c) All criteria mentioned under Financial capacity in para 4.2
  - d) Bid Capacity as mentioned in Para 4.3.
- (ii) The Bidders can propose the subcontractor(s) to meet the Specific Construction experience mentioned at 4.1.2.2 and/or 4.1.2.3 which is not met by the the bidder.
- (iii) The number of sub-contractors not to exceed two(2) for meeting the specific experience criteria. In case the bidder is itself meeting specific experience criteria

under 4.1.2.2 or 4.1.2.3, the number of subcontractors in such case shall be restricted to 1 (one).

- (iv) The Bidder and his proposed sub-contractor(s) should submit separate undertaking that the Bidder/Sub- contractors shall be responsible for execution of that item of work for which they claim to have specific experience.
- (v) The Bidders and his proposed sub-contractor(s) should collectively satisfy, as a whole all the Technical Experience requirements.
- (vi) Sub-contractor(s) shall submit Performance Bank Guarantee equivalent to 5% of value of Work sublet in addition to the Performance Bank Guarantee/Insurance Surety Bond for whole contract submitted by the Bidders on award of Work.
- (vii) All the Proposed sub-contractor(s) to individually fulfil the Insolvency criteria specified under Para 4.4.

#### **4.8 Bids by Merged/ Acquired/ Subsidiary Companies:**

In case of Bidder Company, formed after merger and/ or acquisition of other companies, past experience and other antecedents of the merged/acquired companies will be considered for qualification of such Bidder Company provided such Bidder Company continues to own the requisite assets and resources of the merged/ acquired companies needed for execution and successful implementation of the work package put to tender.

Similarly, if the Bidder Company is a subsidiary company and applies for qualification on the unconditional technical and financial strength of the Parent/ Holding company, the same shall be considered provided the Parent/ Holding company commits to sign a Separate Agreement with NHPC in the prescribed Format confirming full support for the technical and financial requirements of the Subsidiary Company and commits to take up the work itself in case of non-performance by the Subsidiary Company in the event of award of the work to the Bidder Subsidiary Company. An undertaking by the Parent/Holding Company to this effect shall be submitted along with the bid (Attachment-7). A subsidiary company intending to tender/pre-qualify on the strength of Parent / Holding Company shall not be allowed to participate as a 'Sub-Contractor'.

For the purpose stated herein above in this clause, 'Parent Company' shall mean the 'Holding Company' owning majority (more than 50%) shares of such Bidder (Subsidiary) Company. Similarly, by extensions of this interpretation, if "A" is owned by a 'Holding Company' "B" which in turn is owned by another Holding Company "C" then "C" is construed as the 'Parent Company' of "A" as well as and so on. An apex 'Parent Company' may own number of independent Subsidiary / Group Companies and if any of these Subsidiary/Group Company commits assured support and unhindered access to its assets and resources to another Subsidiary/Group Company (Bidder in this case) under the same apex 'Parent Company' then experience and other credentials of such Subsidiary/Group Company shall also be considered for qualification of the Bidder Subsidiary Company provided such commitment is evidenced /authorised and guaranteed by the apex 'Parent Company'.

In case Bidder Company (Subsidiary Company) gets qualified and awarded the work package, the Parent company/Holding Company will be required to furnish an additional performance bank guarantee/Insurance Surety Bond of value equivalent to (5%) five percent of the Contract Price or portion of work (where subsidiary Company is Joint



Venture Partner) as the case may be, in addition to normal Performance Bank Guarantee/Insurance Surety Bond to be submitted by the Bidder Company to the Employer besides entering into a separate Agreement (Attachment-7). The experience of the subsidiary companies of the Parent/ Holding Company will be considered experience of the Parent/ Holding Company.

#### **4.5. Signing of Integrity Pact**

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt / fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract. On award of the tender, the Integrity Pact shall be signed by the successful bidder and the Employer and commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (enclosed in forms and procedure) is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. The Bidder shall sign an Integrity Pact with the Sub-contractor(s) on the similar lines as signed by him with the Employer.

To oversee the compliance of obligation under the Integrity Pact, Shri Prabhash Singh, ITS (Retd.), Dr. Vinod Aggarwal, IAS (Retd.) and Shri Upendra Malik have been appointed as Independent External Monitor(s) (IEMs) by the Employer.

The Contact addresses of IEMs are as under:

Shri Prabhash Singh, ITS (Retd.) E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 Email: <i>srgmhrrbpl@gmail.com</i>	Dr. Vinod Aggarwal, IAS (Retd.) B-103, Sarvodaya Enclave, 2nd Floor, New Delhi- 110017 Email: <i>arsv50@gmail.com</i>	Shri Upendra Malik B-108 , NSG Society, Plot- 2, Pocket-6, Builders Area Greater Noida-201315 (UP) Email: <i>upendra.malik@gmail.com</i>
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Integrity pact is to be executed on plain paper at the time of submission of bid, irrespective of whether it is from Foreign/ Indian Bidder. The successful bidder (contractor) shall submit duly executed Integrity Pact on Non-judicial Stamp Paper of appropriate value as per stamp act applicable in the state of Haryana, prior to signing of Contract Agreement.

**5.6.** Bids of only those prospective Bidders who have downloaded the Bid Documents and are meeting the Eligibility Criteria specified above will only be considered for further evaluation and award of the Contract. Bidders will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria. The Employer will, check and ascertain whether the

bidder fulfils the Qualifying Criteria specified. In case, the qualifying criteria is not found meeting as per the requirement of tender document, the Bid of such bidder shall be considered as non-responsive and their Price Bid shall not be opened.

**6.7.** The Employer may impose certain restrictions on the foreign companies participating in any form and their employees in view of the national security, in the Project situated in the sensitive region and border areas. The Employer shall obtain clearance of Govt. of India regarding security implications prior to qualification of such companies. The Employer would evaluate and determine the optimum number of foreign employees required to be deployed at the works site, being awarded or sub-contracted to a foreign companies, keeping in view the requirements of works, location and technical necessities. The number of foreign employee would be kept to the minimum and shall be limited to only technical/supervisory staff. The foreign company shall provide the details (passports details, job profile/expertise, location and duration of stay etc.) and Company information for security clearance as per Application Form-1A for foreign nationals proposed to be engaged at Site.

**7.8.** The Employer reserves the right to accept or reject any bids, or cancel/ withdraw invitation to bid for any reason including national defence and security considerations, and annul the bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder(s). However, the bidder(s), who wish to seek reason for such decision of cancellation/rejection, shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interests of the state, relation with foreign State or lead to incitement of an offence.

**8.9.** Further, bidders from countries which share land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in order Public Procurement No.2 dated 23.07.2020 or its subsequent revisions/amendments), shall comply with the provisions of "Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017" dated 23.07.2020 and its subsequent amendments.

**9.10. Purchase Preference to Make in India suppliers: Order 2017:**

Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP as amended by order No.P-45021/2/2017-BE-II dated 28.05.2018, order No.P-45021/2/2017-BE-II dated 29.05.2019 order no. P-45021/2/2017-BE-II dated 04.06.2020, order No. P-45021/2/2017-BE-II dated 16.09.2020 and any subsequent amendments shall be applicable in this tender.

Bidders seeking benefits under preference to "Make in India" (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 and any subsequent amendments. Bidders shall provide self-certificate / certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies), indicating whether they are class-I local supplier / class-II local supplier and the offered items meet the local content requirement of the same. They shall also indicate percentage of local content for the item and give details of the locations at which the local value addition is made. Public Procurement (Preferences to Make in India) Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the Public Procurement (Preferences to Make in India) policy.



- ~~40.~~11. In the event of the specified date for the submission of bids being declared a holiday for the Client, the hard copies of the documents will be received up to the specified time on the next working day. However, the date and time for online submission of the bids shall continue to be the date and time specified above or any amendment for the same.
- ~~41.~~12. Online submission of the Bids (incl. attachments) will not be permitted on the portal after expiry of submission time and the Bidders shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy (ies) in original within the stipulated deadline, its bid shall be considered as late and shall not be considered at all any further. Offline documents, if received by the Employer after the deadline for submission of hardcopies, then it will be considered as late bid even if the bidder has uploaded the bid online with in the deadline. In such a case, the bid uploaded on the portal shall not be considered at all any further.
- ~~42.~~13. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
- ~~43.~~14. Tenderer who has downloaded the tender from the NHPC website nhpcindia.com or Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender document including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NHPC.
- ~~44.~~15. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Client, shall be in the English language.
- ~~45.~~16. The details/ information regarding online tendering i.e. Registration on CPP portal, Preparation of Bid and Submission of bid are available in the tender document.
- ~~46.~~17. Any corrigendum/modification to tender documents shall be published in NHPC/CPP (e-Procurement service provider) website only and the bidders are advised to visit the site regularly before deadline for submission of bids.
- ~~47.~~18. In case of any difference between wordings of English and Hindi version of 'Notice Inviting Tender', English version shall prevail.

**Note: Mere issuance/downloading of Bid document to/by prospective Bidder shall not be construed that such a bidder automatically fulfils the prescribed eligibility Criteria. Whether the bidder meets the specific eligibility Criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their Bid.**

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

**General Manager (CC-III),**  
Contracts-Civil Division, 2nd  
Floor, Jyoti Sadan, NHPC  
Office Complex,  
Sector-33, Faridabad-121003 (Haryana),  
E-mail: [contcivil3-co@nhpc.nic.in](mailto:contcivil3-co@nhpc.nic.in)  
Tel-0129-2588720

## **Annexure-II to Corrigendum no. 1**

**Application Form - 4A**

PAGE \_\_\_\_ OF \_\_\_\_ PAGES

**Works executed**

To be certified by Statutory Auditor/ ~~CA/ Cost & Management Accountant (CMA)/ Certified Public Accountant (CPA)~~

Name of Bidder:

*Bidders should provide information on all the works that have been executed during last five (5) years*

YEAR	Sl. No.	Description of work	Contract No. & Date	Contract Value (In Currency of Contract)	Value of executed work during the year (In Currency of Contract)
Year 1 (Fin. Year)					
	Total =				
Year 2 (Fin. Year)					
	Total =				
Year 3 (Fin. Year)					
	Total =				
Year 4 (Fin. Year)					
	Total =				

<b>Year 5 (Fin. Year)</b>					
	<b>Total =</b>				

*It is certified that the above information/data are complete, true and correct in all respect as per our records. In case any of the above information/data is found to be false, untrue, misleading or misrepresenting or based on any corrupt or collusion or fraud or coercive practices, our bid may be considered summarily rejected and we may be considered for banning of business dealings as per the policy stated in bid document.*

Date \_\_\_\_\_ 2025

Signature\_\_\_\_\_

Notes:

*With reference to NIT Clause 4.3 for evaluation of Bid Capacity, the exchange rate(s) prevailing on the last date of bid submission shall be considered, for conversion to US\$.*

## **Annexure-III to Corrigendum no. 1**

APPLICATION FORM – 4B

PAGE \_\_\_\_ OF \_\_\_\_ PAGES

**Current Contract Commitments / Works in Progress**

To be certified by Statutory Auditor ~~CA/ Cost & Management Accountant (CMA)/ Certified Public Accountant (CPA)~~

Name of Construction Company (Sole Bidder); Partner of a joint venture and/or sub-contractor(s):

*Bidder should provide information on their current commitments on all construction contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion in the next 44/12 years from last date of bid submission.*

Name of Contract and Country	Participation as a Sole Bidder or JV (if in JV indicate % participation)	Date of Award	Stipulated date of completion as per Contract	Contract value (In Currency of Contract)	Value of balance work/ existing commitment as on bid submission date (In Currency of Contract)	Estimated completion date
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
Total			-----	-----		---

*It is certified that the above information/data are complete, true and correct in all respect as per our records. In case any of the above information/data is found to be false, untrue, misleading or misrepresenting or based on any corrupt or collusion or fraud or coercive practices, our bid may be considered summarily rejected and we may be considered for banning of business dealings as per the policy stated in bid document.*

Date \_\_\_\_\_ 2025

Signature \_\_\_\_\_

Notes:

*With reference to NIT Clause 4.3 for evaluation of Bid Capacity, the exchange rate(s) prevailing on the last date of bid submission shall be considered, for conversion to US\$.*

## **Annexure-IV to Corrigendum no. 1**

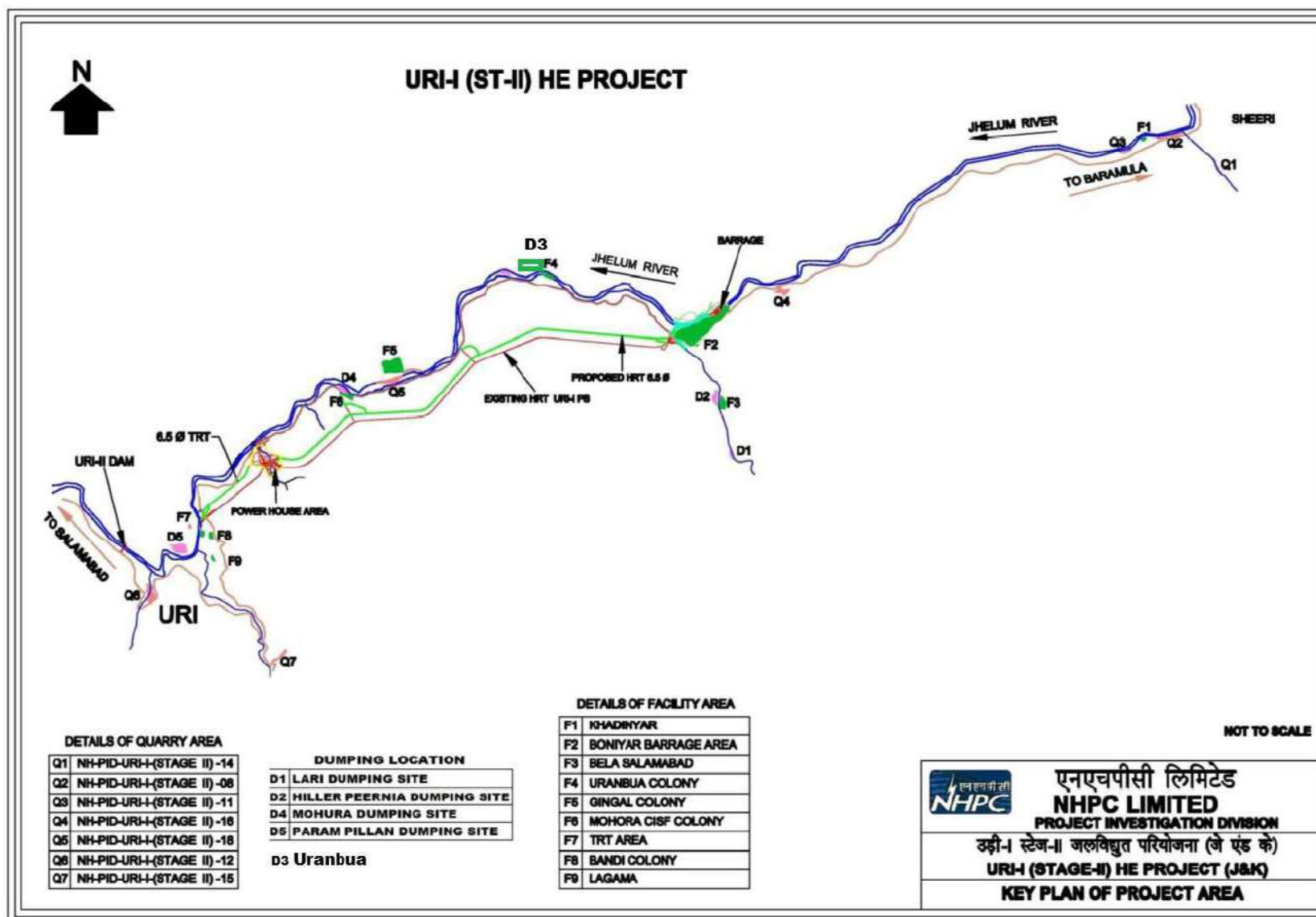


Figure 2.3: Index map of Uri-I Stage II HEP



## **Annexure-V to Corrigendum no. 1**

RISK ALLOCATION SCHEDULE (Annexure – V)					
S. No.	Risk	Potential impact	Response	Risk allocation	
				Employer	Contractor
	I. METEOROLOGICAL/HYRDOLOGICAL				
1	<u>Exceptionally</u> Adverse climatic conditions <del>including heavy rains</del>	Non-working conditions leading to delay in construction	Cleaning/ draining/ dewatering of work areas	<del>Nil</del> <u>EOT as per Clause 8 of GCC &amp; PCC.</u>	<u>All other than those borne by Employer</u> <del>Yes</del>
	II. SEISMOLOGICAL				
1	Occurrence of earthquake –at the site in consideration	Damage to structures, Landslides in work areas / access roads	To make emergency preparedness plan, cleaning of areas affected by damages, stabilisation and restoration of damages to structures works	<u>-EOT as per Clause 17.4 of GCC</u> <u>- Compensation as per Clause 17.4 of GCC</u>	All other than those borne by Employer
	III. CONSTRAINED ACCESS TO SITE				
1	Obstruction of Highways / roads connecting the Site due to heavy traffic/ bad weather conditions/ accidents etc.	Difficulty in access and executing works	Liaisoning with road maintenance authorities & Suitably to be accounted while planning overall scheme for construction of project as per schedule	Nil	All
	IV. WORKING IN AREAS PERTAINING TO PROJECT ACTIVITIES				
1	Fossils in project work area	Possibility of delay in project & Extra work	- Planning for number of man/ machinery so as to avoid delay	- EOT <u>as per Clause 4.24 &amp; 8 of GCC &amp; PCC.</u> - Variation to be paid as per clause 13 of GCC - Compensation as per Clause 4.24 of GCC	All other than those borne by Employer
	V. DUMPING AREAS				
1	Non availability of space in designated dumping areas	Environmental hazards	Protection work to be defined in terms of size & shape and exploring other locations of dumping areas with the approval of district administration / forest department	- Extension of Time (EOT) <u>as per Clause 8 of GCC &amp; PCC.</u> - Time related cost as per Clause No. <u>3.5 and Clause 4.27 of PCC.</u>	All other than those borne by Employer.  Contractor shall give notice at least 6 months advance along with details particulars before requirement of additional dumping areas
2	Instability of disposed muck	Environmental hazards	Providing stabilization measure	Nil	All

3	Failure of slopes in dumping areas	Obstruction to work	Cleaning & Providing stabilization measures	Nil	All
VI. POLITICAL & SOCIAL RISKS					
1.	<ul style="list-style-type: none"> <li>a. War, hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection or usurped power, or civil war;</li> <li>b. Contamination by radio activity from any nuclear fuel, or from any nuclear waste or radioactive materials;</li> <li>c. Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds</li> <li>d. Act of any Political or Religious incidence</li> <li>e. Commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the Works</li> </ul>	Non-working in project hence impact in project execution/ leading to delay in construction	Extra resources to cover up delays	<ul style="list-style-type: none"> <li>- EOT <a href="#">as per Clause 8 of GCC &amp; PCC.</a></li> <li>- Cost of redoing of damaged Permanent Works as per BOQ Rates: <a href="#">as per Clause 17 &amp; 18 of GCC &amp; PCC.</a></li> </ul>	All other than those borne by Employer.
VII. ECONOMIC AND LEGAL RISKS					
1.	Fluctuation of prices of materials, labour and equipment	Impact on Cost	Arrangement of resources as per requirement.	- As per price adjustment formula provided in Clause 13.8 of <del>GCC</del> <a href="#">PCC.</a>	Whatever not covered by Price Adjustment formula
2.	Changes in administrative regulation/ government policies/Law	Time / Cost Implication	To timely comply with administrative regulation/ government policies/Law	<ul style="list-style-type: none"> <li>- EOT <a href="#">as per Clause 8 of GCC &amp; PCC</a></li> <li>- Adjustment of cost as per Clause 13.7 of <a href="#">GCC &amp; PCC.</a></li> </ul>	All other than those borne by Employer
3.	Variation in rates of cost of materials and Royalty and charges there upon	Impact on Cost	Timely compliance	<del>Nil Royalties</del> <a href="#">as per Clause 7.8 of PCC.</a>	<del>All-Whatever not covered by Clause 13.8 and Clause 7.8 of GCC</del> <a href="#">All other than those borne by Employer.</a>
4.	Variation in tariff rates of Electricity	Impact on Cost	Timely compliance	<p><del>For materials:</del> As per price adjustment formula provided in Clause 13.8 of <del>GCC</del></p> <p><del>For Royalty:</del> As per Clause 7.8 of <del>GCC</del></p> <p><a href="#">Nil</a></p>	<p><del>Whatever not covered by Clause 13.8 and Clause 7.8 of GCC</del></p> <p><a href="#">All</a></p>

VIII. BEHAVIORAL RISKS					
a) Employer's obligations					
1	<ul style="list-style-type: none"> <li>- Delay in handing over of Site</li> <li>- Modification in schedule which affects the Works of the Contractor.</li> <li>- Suspension of Works ordered by the Employer.</li> </ul>	Slowdown in project hence impact in project execution/ leading to delay in construction	To organize / plan the works as per the requirements	<ul style="list-style-type: none"> <li>- EOT as per <a href="#">Clause 8 of GCC &amp; PCC.</a></li> <li>- Time related Cost Compensation as per <a href="#">Clause 3.5 &amp; 8.9 of GCC &amp; PCC and Clause 4.27 of PCC.</a></li> </ul>	All other than those borne by Employer
2	<ul style="list-style-type: none"> <li>- Delay in Drawings, Specifications or instructions.</li> <li>- Additional tests for a work which is then found to have no Defect.</li> <li>- Encountering geological conditions materially different than those specified in the Contract and further save as risk sharing for geological conditions referred to in this Risk Allocation Schedule</li> </ul>	Slowdown in project hence impact in project execution/ leading to delay in construction	To organize / plan the works as per the requirements	<ul style="list-style-type: none"> <li>- EOT as per <a href="#">Clause 2.1, 4.12 &amp; 8 of GCC &amp; PCC.</a></li> <li>- Time related Cost Compensation as per <a href="#">Clause 1.9, 2.1, 3.5, 4.12 &amp; 4.27 of GCC &amp; PCC.</a></li> </ul>	All other than those borne by Employer
b) Contractor's Behavioral Risks					
3	<ul style="list-style-type: none"> <li>- Labour injuries and accidents</li> <li>- Improper interference with the convenience of the public</li> <li>- Damage caused by transportation of goods</li> <li>- Acts or defaults by subcontractors</li> <li>- Defects in Materials, Plant and Workmanship</li> <li>- Failure to depute a competent project management team.</li> </ul>	Slowdown in project hence impact in project execution/ leading to delay in construction	Extra resources to cover up delays	Nil	All

	<ul style="list-style-type: none"> <li>- Lack of forward planning and budgetary control</li> <li>- casual attention towards critical targets of time, cost and quality</li> <li>- Failure to use proper tools and techniques such as CPM network analysis, relating to forward planning and control</li> <li>- Delays in procurement of materials and Construction Equipment due to a casual approach</li> <li>- Deployment of inadequate &amp; inappropriate material and/or Construction Equipment / Inadequate maintenance of Construction Equipment/ inadequate workshop facilities for repair of Construction Equipment ,and shortage of spare parts for Construction Equipment</li> <li>- Non-deployment of competent specialised sub-contractors</li> <li>- Shortage of tradesmen and supervisors</li> <li>- Inadequate quality control facilities and staff.</li> </ul>	Slowdown in project hence impact in project execution/ leading to delay in construction	Extra resources to cover up delays	Nil	All
	<b>IX. UNDER GROUND EXCAVATIONS</b>				
1.	Occurrence of hard rock strata substantially adverse than that specified in Information for Bidders (IFB)	<ul style="list-style-type: none"> <li>- Excessive wear &amp; tear of drilling bits.</li> </ul>	<ul style="list-style-type: none"> <li>- Use of proper drilling bits to meet out the requirements</li> </ul>	Nil	All

2.	Occurrence of sudden loose fall / Chimney formation due to geological reason beyond the control of contractor $\geq 1$ D deep from Crown to SPL (D is the excavated diameter of tunnel)	Delay in construction	<ul style="list-style-type: none"> <li>- Cleaning</li> <li>- Stabilisation</li> </ul>	<ul style="list-style-type: none"> <li>- EOT <a href="#">as per Clause 4.12 &amp; 8 of GCC &amp; PCC.</a></li> <li>- Varied work as per clause 13 of GCC</li> <li>- <a href="#">Cost compensation as per Clause 3.5 of GCC &amp; PCC and Clause 4.27 of PCC.</a></li> </ul>	All other than those borne by Employer
3.	Squeezing ground conditions substantially adverse than that mentioned in Information for Bidders ( $\geq 100$ mm in the excavated gross section )	Delay in construction	<ul style="list-style-type: none"> <li>- Monitoring of underground/ tunnel convergence</li> <li>- Use of staged excavation techniques/ multiple heading</li> <li>- Provision of special stabilization measures</li> </ul>	<ul style="list-style-type: none"> <li>- EOT <a href="#">as per Clause 4.12 &amp; 8 of GCC &amp; PCC.</a></li> <li>- Varied work as per clause 13 of GCC</li> <li>- Time related Cost compensation as per <a href="#">Clause 3.5 of GCC &amp; PCC and Clause 4.27 of PCC.</a></li> </ul>	All other than those borne by Employer
<a href="#">4</a>	<a href="#">Dewatering after HRT breakthrough</a>	<a href="#">Slow progress due to drain water higher than drain capacity</a>		<a href="#">Nil</a>	<a href="#">All</a>
5	Ingress of water higher than 4000 litres per minute within 100m from the tunnel face	Delay in construction	<ul style="list-style-type: none"> <li>- Treatment of rock mass</li> <li>- Dewatering of work area</li> </ul>	<ul style="list-style-type: none"> <li>- EOT <a href="#">as per Clause 8 of GCC &amp; PCC.</a></li> <li>- Varied work, if any, as per GCC Clause 13</li> <li>- Time related Cost compensation as per <a href="#">Clause 3.5 of GCC &amp; PCC and Clause 4.27 of PCC.</a></li> </ul>	All other than those borne by Employer

6	Occurrences of hot water springs beyond limit of 50 degree centigrade	Delay in construction	Arrangements for maintaining workable temperature	<ul style="list-style-type: none"> <li>- EOT <a href="#">as per Clause 8 of GCC &amp; PCC.</a></li> <li>- Varied work, if any, as per GCC Clause 13</li> <li>- Time related Cost compensation as per <a href="#">Clause 3.5 of GCC &amp; PCC and Clause 4.27 of PCC.</a></li> <li>- Cost of additional resources as approved by Engineer.</li> </ul>	All other than those borne by Employer
7	Emission of harmful gases out of construction activities	Delay in Construction	<ul style="list-style-type: none"> <li>-Provisions of effective exhaust system</li> <li>-Keeping arrangement of oxygen cylinders and other first aid things</li> </ul>	Nil	All
8	Encountering of harmful gases namely methane more than 10,000 ppm out of underground excavation	Delay in construction	Making arrangements for appropriate tunneling equipment	<ul style="list-style-type: none"> <li>- EOT <a href="#">as per Clause 8 of GCC &amp; PCC.</a></li> <li>- Varied work as per clause 13 of GCC</li> <li>- Cost compensation as per <a href="#">Clause 3.5 of GCC &amp; PCC and Clause 4.27 of PCC.</a></li> </ul>	All other than those borne by Employer
9	Occurrence of Rock busting ground conditions hindering normal tunneling activities.	Delay in Construction	Adopting appropriate precautions/tunneling methods	<ul style="list-style-type: none"> <li>- EOT <a href="#">as per Clause 8 of GCC &amp; PCC.</a></li> <li>- Varied work as per clause 13 of GCC</li> <li>- Cost compensation as per <a href="#">Clause 3.5 of GCC &amp; PCC and Clause 4.27 of PCC.</a></li> </ul>	All other than those borne by Employer



X. GENERAL HAZARDS					
1.	Opposition by the land rehabilitees.	Closure of site/ Stoppage of work.	Interaction with District Administration and local leaders	EOT <a href="#">as per Clause 8 of GCC &amp; PCC.</a>	All other than those borne by Employer
2.	Dust in work areas and access roads	Non-working conditions leading to delay in construction	Sprinkling of water	Nil	All
3.	Accidents, strikes by workers other than general strike in the area.	Closure of site/ Stoppage of work	Effective management of work sites.	Nil	All
4.	Non availability of explosives in time due to security reasons.	Delay in construction	Liaison with administrative authorities	Nil	All
5.	Non availability of water/ Power supply	Delay of work	Standby arrangements	Nil	All
6.	Stoppage / delay of work consequent upon the Govt. orders other than default of Contractor	Delay of work	Communication with Client/ Owner and local authorities	- EOT <a href="#">as per Clause 8 of GCC &amp; PCC.</a> - Cost compensation as per <a href="#">Clause- 3.5, 4.27 &amp; 8.5 of GCC &amp; PCC.</a>	All other than those borne by Employer
7.	Stoppage / slow progress of work consequent upon default of contractor	Delay of work	Deployment of additional resources as per requirement	Nil	All
8.	Damage to third parties due to construction of Project road provided the damage is not due to fault of Contractor	Closure of site/ Stoppage of work	- Interaction with District Administration/ forest and local leaders	- Compensation to third parties	All other than those borne by Employer

## **Annexure-VI to Corrigendum no. 1**

**No. 15-18/1/2020-HYDEL-II(MoP)-Part(1)****Government of India****Ministry of Power**

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Shram Shakti Bhawan, Rafi Marg  
New Delhi, 29<sup>th</sup> November, 2021**OFFICE MEMORANDUM**

**Subject: "Dispute Avoidance Mechanism" through 'Independent Engineer' (IE) in the Contracts of CPSEs under administrative control of Ministry of Power executing Hydro Power Projects – Panel of Experts.**

Reference is invited to this Ministry's O.M. No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 regarding the Model Contract Provision for 'Dispute Avoidance Mechanism' through "Independent Engineer" in the Construction Contracts of CPSEs under administrative control of this Ministry executing Hydro Power Projects. Reference is also invited to this Ministry's O.M. No. 15-18/1/2020-H-II dated 05.10.2021, vide which the 'Expression of Interest' was invited from eligible candidate(s) for empanelment as 'Independent Engineer'.

2. In this connection, the undersigned is directed to convey that the Competent Authority has approved the following Panel of Experts as "Independent Engineer" :

S. No.	Name	Date of Birth	Post held immediately before retirement	Contact Details
1	Ravinder Kumar Sharma	10.02.1947	CMD, THDC India Limited	9810137215 rks98101@hotmail.com
2	Chander Mohan Walia	10.11.1949	Director (Electrical), HPPCL and Member (Technical), HPSEB	9418031231 cmwalia1949@gmail.com
3	Arun Kumar	22.12.1950	Member (Projects), HP State Electricity Board	9816600130 arunkumar@jayahydro.com


4	Dr. A.K. Lomas	18.09.1951	CMD, MECL and ED, NHPC Ltd.	9810212274 aklomas@gmail.com
5	Vinod Kumar Kapoor	21.07.1954	ED, NHPC; President/ Project Management Engineer for Hydropower Projects, Bhilwara Energy Ltd.	9599207052/ 9958466211 kapoorveekay@yahoo.co.in
6	Om Prakash	01.04.1957	Executive Director, NHPC Ltd.	8527724400 omprakash1957@gmail.com
7	Krishna Deo Sah	04.07.1957	Executive Director, NHPC Ltd.	9797793514 kdsah.2008@rediffmail.com
8	P.P.S. Mann	09.06.1957	Executive Director, THDC India Ltd. & Head of Project of Tehri Power Complex.	7351901352/ 7277630000 pps3mann@gmail.com
9	Rajesh Kumar Chaudhary	19.11.1957	Executive Director, NHPC Ltd.	9650088562 rajesh1957chaudhary@gmail.com
10	Ramesh Narain Misra	20.11.1957	CMD, SJVN Ltd.	9958111243 rnmisra1957@gmail.com
11	Janki Prasad	14.12.1957	Chief Engineer (HPM), Central Electricity Authority, New Delhi	9868555133 jpg57@rediffmail.com
12	Kanwar Singh	13.03.1959	Director (Civil), SJVN Ltd.	9810519883 kanwarsinghpc@yahoo.co.in ksnhpc@gmail.com
13	Rakesh	20.05.1960	Executive Director, NHPC Ltd.	8811072000 9810330826 rake_sh@hotmail.com
14	Anand Kumar Gupta	15.07.1960	Director (Commercial), NTPC Limited	9650992233 akgupta521@gmail.com



15	Rajesh Kumar Jaiswal	29.09.1960	Executive Director, NHPC Ltd.	8826006998 rajesh9285@gmail.com
16	Muhar Mani	14.12.1960	Executive Director (OMS, QA, Safety/Corporate Planning Monitoring & project Service), THDC, Rishikesh	9411106931 manimuhar@gmail.com
17	Kanwar Pal Singh	01.03.1961	Executive Director, Engineer in Charge of Tehri Pumped Storage Plant and Vishnugad Pipalkoti H.E. Project, THDC India Limited.	9412076324 kpstomar@rediffmail.com
18	Dhirendra Veer Singh	02.04.1961	CMD, THDC India Limited	9411103546 dvsingh01@yahoo.com
19	Suresh Chandra Pal	04.07.1961	Executive Director, NHPC Ltd.	7042711944 scpal02@yahoo.com

3. It is suggested that the Independent Engineer be chosen as per their background and relevant experience. All other terms and conditions shall be governed by this Ministry's O.M. No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 and O.M. No. 15-18/1/2020-H-II dated 05.10.2021, as amended from time to time.

This issues with the approval of the Competent Authority.

  
(R. P. Pradhan)  
Director (Hydro-II)  
Email: rp.pradhan@nic.in

**In-Charge, NIC Cell** – for publication on the website of Ministry of Power.

**Copy to:**

1. The Chairperson, Central Electricity Authority, New Delhi
2. The Chairperson, Central Water Commission, New Delhi
3. Member (Hydro), Central Electricity Authority, New Delhi
4. CMDs of all the CPSUs under Ministry of Power executing Hydro Power Projects.

**Copy for information to:**

1. O/o Hon'ble Minister of Power and New & Renewable Energy.
2. O/o Hon'ble Minister of State for Power.
3. Sr. PPS to Secretary (Power) / Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
4. All Joint Secretaries / equivalent level Officers of Ministry of Power
5. All Directors / Deputy Secretaries of Ministry of Power

No. 15-18/1/2020-HYDEL-II(MoP)

Government of India

Ministry of Power

\*\*\*\*

Shram Shakti Bhawan, Rafi Marg,  
New Delhi, dated the 27<sup>th</sup> September, 2021

**OFFICE MEMORANDUM**

**Subject: Model Contract Provision for "Dispute Avoidance Mechanism" through 'Independent Engineer' (IE) in the Construction Contracts of CPSEs executing Hydro Power Projects**

1. Hydro CPSEs have been raising concerns that the present mechanism of dispute resolution in Hydro Power sector does not provide adequate framework to address the conflicts between the Employer i.e CPSE and the Contractor at their inception stage but only addresses it after the disputes have arisen and notified between the Parties. A Committee of Board level Officers was constituted to study the field level issues and the difficulties in arriving at the resolution of these issues. The Committee submitted its report which was deliberated in the Ministry during which CEA and Board level officers of Hydro CPSEs too participated.
2. Following points emerged after the deliberations:
  - i. Delays in addressing disagreements or claims related to execution of Contracts actually results in significant financial and economic losses besides time and project cost over runs. Further, dispute resolution is a long-drawn process leading to unjustified and inflated claims with adverse impacts on timely completion of projects involving termination of contracts and/or leading to arbitration.
  - ii. Fair and just resolution of disagreements related to Contracts at inception stage, is key to successful performance of the contract as per scheduled timelines leading to both effective utilization of budget and prevention of time and cost over runs.
  - iii. An optimal way of addressing the aforementioned issues is to have a mechanism of an independent, third party widely used in major infra projects, nationally as well as internationally, in the form of engaging Independent Engineer for the specific project who are "Experts" having domain knowledge of the subject as well as commercial and legal principles and who can have regular oversight over the project with open communication with all the key stakeholders that can play an effective role in the avoidance of disputes.
  - iv. Efficient access to a fair and transparent mechanism for timely resolution of conflicts at the inception stage itself plays a key role in expeditious development of infrastructure projects. Formulation of a robust 'Dispute Avoidance Mechanism' through appointment of an independent expert in the form of 'Independent Engineer', will be an effective initiative to prevent time and cost overruns in Hydro projects.



3. The main objectives of appointing 'Independent Engineer' are as follows :

- i. To reduce the conversion of initial disagreements over issues into full-fledged disputes.
- ii. For expeditious elimination of disagreements in a just and fair manner.
- iii. To avoid time and cost overruns so as to ensure timely completion of the Projects.

Accordingly, based on the detailed deliberations on the subject matter, a model contract provision for "Dispute Avoidance Mechanism" through 'Independent Engineer' (IE); selection criteria for IE; Standard Operating Procedures (SOPs) for dispute resolution through the IE have been finalized in consultation with CEA and all CPSEs executing Power Projects . Salient features of the same are as under :

4. Appointment, Selection and Removal of IEs/Experts :-

- i. Ministry of Power shall prepare a panel of domain specific Experts with high level of integrity and proven track record by adopting a transparent and objective selection process as per the selection criteria mentioned at Annexure-1 and the panel so prepared shall be published by the Ministry on its website. Further, any changes in the panel shall only be made by the Ministry and the Ministry shall also keep updating the panel at regular intervals.
- ii. The CPSE & Contractor shall jointly select only one Member from the above panel of Experts for each package of works. The Expert would be designated as 'Independent Engineer' (IE) for each contract.
- iii. The initial term of appointment of IE would be for a period of five (5) years or contract period whichever is lesser and may be further renewed on a year-on-year basis as may be mutually agreed between the CPSE and the Contractor subject to the consent of IE and final approval by the Ministry.
- iv. It will be mandatory for the IE to visit the site once in every two months to be constantly aware of the ongoing project activities and to have a fair idea of any situation that may lead to disagreement between the parties. Further, additional visits may also be undertaken as and when called upon to address issues of disagreements.
- v. CPSE or Contractor will not be able to change the IE in any case. In case of adverse finding about IE such as not performing duties or complaints of integrity, that Expert would be dropped by the Ministry from the panel itself and a new Expert would be selected by the CPSE and Contractor jointly from the panel for performing the duties of IE.

5. Standard Operating Procedure(SOPs) for Independent Engineer (IE):-

- i. IE shall act as per the Standard Operating Procedures (SOPs) attached at Annexure-2.



ii. Resolution by IE shall commence when the claimant Party submits detailed information as per Standard Format for Disagreement Case filing attached as Annexure-3 to IE for intervention along with the necessary documentary evidences. Demand for IE intervention will not be admissible without initial documentary evidence.

iii. Necessary information sought by IE during the course of investigation shall be provided in a time bound manner by both the Parties and non-compliance of the same shall lead to imposition of penalties, elaboration of which shall be made by the CPSEs in their respective contracts depending upon the criticality of the contract.

iv. IE will examine the issue(s) raised by the Parties concerned as mentioned at point number (ii) above by conducting inspections involving field measurements as may be required to further investigate and to also conduct hearing/mediation with both the parties.

v. Based on the preliminary hearing of the parties, IE shall prescribe resolution timeline depending upon the number and nature of disagreements subject to a maximum duration of thirty (30) days or within extended timeline under extraordinary circumstances and for reasons to be recorded in writing .

vi. There shall not be any conflict of interest and it shall be ensured that IE should not have been engaged for providing any other services to any of the parties i.e. either Owner or Contractor in the last three years.

vii. In the event of non-performance of obligations/services by the IEs at any time during the duration of its contract, the Employer and the Contractor, on mutually agreed basis, shall have the right and discretion to terminate IEs contract by giving a termination notice of thirty (30) days to IEs.

#### 6. Terms and Conditions for Payments to 'Independent Engineer' -

(a) Retainership Fee : A retainer fee of Rs.100,000 per month fixed for FY 2021-22 for 'Independent Engineer' for a specific project shall be considered as payment in full for :

- i. being available on a notice of 2 weeks for all site visits and hearings;
- ii. becoming and remaining conversant with all the project developments and maintaining relevant files;
- iii. compensating all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and

The retainer fee of Experts, shall be increased annually by 10%. Further, an Expert, shall not be in the retainership of more than two Hydro power contracts concurrently in the same CPSE. In case of two contracts, expert shall draw retainership fee limited to one contract only i.e. Rs.100,000 referred to for FY 21-22. The duration of retainership shall be for such duration as may be mutually decided by the Owner and Contractor but shall not, in any case, extend beyond 3 months after the completion of works as per the contract. The retainership fee shall be shared by the CPSE and the Contractor equally but shall initially be paid to the IE by the concerned CPSE.

(b) Site Visit Fee : A daily visiting fee of Rs 20,000/- to either project site or project office, anywhere in India, limited to a maximum of 10 days in a month for Expert, shall be paid for hearing, preparing reports etc initially by the Client fixed for FY 21-22. The daily visiting fee of Expert, as mentioned above, shall be increased on yearly basis @10%.

(c) Reimbursement of travel, boarding/lodging expenses incurred by 'Independent Engineer' : The travel, boarding/lodging expenses of the 'Independent Engineer', as per entitlement of Executive Director of CPSE, would be made initially by the Client i.e. Owner or Contractor. If any expert of 'Independent Engineer' does not receive payment of the amount due within 30 days after submitting claim, the expert shall be free to suspend his/her services without notice until the payment is received.

(d) Meeting Expenses : All the payments for holding the meeting would be initially borne by the Client i.e. Owner or Contractor, as the case may be, and shall be shared equally by the Owner and Contractor.

(e) Sharing of Expenses on Independent Engineer : All the payments for holding the meeting, site visits, reimbursement of travel, boarding/lodging expenses and monthly compensation of 'Independent Engineer' shall be shared equally by both the parties i.e. Owner and Contractor.

(f) Audit : The Concerned Hydro CPSE shall maintain an account of all the expenses incurred by it on 'Independent Engineer' and such account shall be subject to Audit.

7. Dispute Avoidance Mechanism through IE as above shall be adopted by all the Hydro CPSEs executing Power Projects. IE shall be implemented in all cases irrespective of the fact that the contractor is a CPSE or a private party. Dispute resolution mechanism through DRB or DAB in existing contracts may be subsumed by the aforementioned Dispute Avoidance Mechanism through IE with mutual consent. For future contracts, Dispute Avoidance Mechanism through IE shall only be provisioned in place of Dispute Resolution Board or Dispute Adjudication Board.

8. CPSEs are directed to take all necessary actions for incorporating the aforesaid provisions in all their future contracts and to also amend the provisions in existing contracts with mutual consent of both the parties.

This issues with the approval of the Hon'ble Minister of Power, New and Renewable Energy.

  
27.09.2021  
(S.B. Saini)

Under Secretary to the Govt. of India  
Telefax: 23705841

To,

1. The Chairperson, Central Electricity Authority, New Delhi.
2. Member (Hydro), Central Electricity Authority, New Delhi
3. CMDs - NHPC Ltd, SJVN Ltd, THDC (I) Ltd, NEEPCO Ltd and NTPC Ltd.
4. Chairman, BBMB.

Copy to:

1. PS to HMoP & NRE
2. PS to HMoS for Power
3. Sr. PPS to Secretary (Power) / Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)/PPS to JS(Hydro)
4. All Joint Secretaries / equivalent level Officers of Ministry of Power
5. All Directors / Deputy Secretaries of Ministry of Power

**Standard Format for Disagreement Case Filing (Indicative)**

In line with the SOPs, an IE expert should follow a standard format provided below for disagreement case filing and further investigations.

**Disagreement Documentation Report (to be filled by Independent Engineer)**

<b>1. Name of Party</b>	<b>2. Disagreement Reporting Date</b>	<b>3. Has the documentary Evidence been Submitted</b>
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<b>4. Contract Reference number</b>	<b>5. Party Representative Name Reporting Disagreement</b>	
	Name: _____ Details: _____	Contact: _____
<b>6. Name of Independent Engineer(IE)</b>		
<b>7. IE Contact details</b>		<b>8. Disagreement Reference Number Allocated by IE</b>
<b>9. Supplementary Note Recording the Disagreement</b>		
[Text]		
<i>Documentary Evidences to be Annexed</i>		
<b>10. Critical Engineering Expertise Relevant to investigate the Disagreement ( Check All Required)</b>		
<input type="checkbox"/> Engineering Design <input type="checkbox"/> Geology <input type="checkbox"/> Civil Works <input type="checkbox"/> Hydro Mechanical <input type="checkbox"/> Electro Mechanical <input type="checkbox"/> Electrical Switchgear <input type="checkbox"/> Quality Assurance & Inspection		
<b>11. Record Notes of Preliminary hearing Organized by IE with the parties</b>		
[Text]		
<i>Documentary Evidences by Parties along with MoM to be Annexed</i>		
<b>12. Brief Narration on discovery process - after Preliminary hearing &amp; listing of next step to examine the issues and procedural difficulties relating to the case</b>		
[Text]		
<i>Documentary Evidences to be Annexed</i>		
<b>13. Record notes of Hearing/Mediation between the parties and IE</b>		
[Text]		
<i>Documentary Evidences with Video Records to be Annexed</i>		
<b>14. Inspection Records with Field Measurements Conducted by IE</b>		
[Text]		
<i>Documentary Evidences to be Annexed</i>		
<b>15. Record notes of Inspection Briefs by IE along with additional testimony by the Parties if any</b>		
[Text]		
<i>Documentary Evidences &amp; Inspection Reports to be Annexed</i>		
<b>16. Closure Report by IE with Decision &amp; Claim settlement if applicable</b>		
[Text]		
<i>Documentary Evidences to be Annexed</i>		
<b>Final Acceptance by All the Parties</b>		

## **Annexure-VII to Corrigendum no. 1**

**Most Immediate**



**File No.: 11/22/2021-Th.II-Part(1)**

Government of India

Ministry of Power

Shram Shakti Bhawan, Rafi Marg, New Delhi — 110001

Telefax No. 2370 5841

**Dated: 27<sup>th</sup> February, 2024**

To

1. The Chairperson, CEA, Sewa Bhawan, R.K. Puram, New Delhi.
2. The Member (Hydro), CEA, Sewa Bhawan, R.K. Puram, New Delhi.
3. The CMDs — NTPC, PGCIL, NHPC, SJVN, THDC and NEEPCO
4. The Chairman — BBMB / DVC
5. All Members of the 3 CCIEs alongwith Coal Mining Expert Member

**Subject: Minutes of the meeting held on 16.01.2024 under the chairmanship of Hon'ble Minister of Power and New & Renewable Energy to review the working of CCIE Mechanism in MoP – regarding.**

Sir,

I am directed to enclose herewith a copy of the minutes of the meeting held on 16.01.2024 under the chairmanship of Hon'ble Minister of Power and New & Renewable Energy to review the working of CCIE Mechanism in MoP, for information and necessary action please.

Encl: as above

Yours faithfully,

*Shishir Kumar Pradhan*  
27/02/2024

**(Shishir Kumar Pradhan)**

**Deputy Director**

Tele: 23705841

Email: [hydro2-mop@gov.in](mailto:hydro2-mop@gov.in)

**Copy to:**

- i. PS to Hon'ble Minister of Power & NRE
- ii. PS to Hon'ble MoS for Power
- iii. Sr. PPS to Secretary (Power) / Sr. PPS to AS(H) / PPS to JS(Hydro)
- iv. Director (H-I) / Director (H-I1) / DD (NHPC)/ US (H-I), Ministry of Power



**Minutes of the meeting held on 16.01.2024 under the chairmanship of Hon'ble Minister of Power and New & Renewable Energy to review the working of CCIE Mechanism in MoP**

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A meeting was held on 16.01.2024 under the chairmanship of Hon'ble Minister of Power and New & Renewable Energy to review the working of the Conciliation Committee on Independent Experts and their contribution in dispute resolution in the projects being executed by the CPSUs under Ministry of Power. The list of the participants are enclosed at **Annex**.

2. At the outset, Hon'ble Minister welcomed the participants and asked the status of the working of the CCIE mechanism. With the permission of the Chair, Chief Engineer (CEA) made a presentation outlining the role of CCIEs in the dispute resolution in the power sector.

3. Hon'ble Minister acknowledged the potential of the CCIE mechanism towards swift resolution of contractual disputes.

4. After detailed review, HMoP directed the following additional measures to make the CCIE Mechanism more robust and effective:-

- I. The name of the CCIE mechanism may be revised on similar lines as that in the Ministry of New & Renewable Energy. It was suggested to rename it as Dispute Resolution Committee (DRC) instead of Conciliation Committee. The change of nomenclature shall also reflect the change in working pattern of these committees, i.e. from Conciliation to Resolution.
- II. The success of the existing conciliation process depends upon the willingness of the contractor to accept the settlement amount offered by the developer. This delays and obstructs the process as it depends on the propensity of the contractor. It raises a question mark on the fair and speedy settlement of the dispute. HMoP directed to revamp the mechanism and empower the Committee to make decisions based on the facts of the case presented before them, which will be binding to both the parties. The decision of the DRC will be placed before the court in case any party goes to court.
- III. CEA shall assign disputes to the committees keeping in view their respective expertise and the workload. Efforts should be made to ensure that the workload is evenly distributed among the Committees.
- IV. It was learnt that in one of the pending disputes, the contractor backed out from the conciliation process. HMoP directed to bridge the gaps in the resolution mechanism to ensure that such incidents do not recur in future.

The meeting ended with the vote of thanks to the chair.

\*\*\*\*\*

**List of Participants**

**Ministry of Power**

1. Sh. R.K. Singh, Hon'ble Minister of Power & NRE - In Chair
2. Sh. Pankaj Agarwal, Secretary (Power)
3. Sh. Ajay Tewari, Additional Secretary (Hydro)
4. Mohd. Afzal, Joint Secretary (Hydro)
5. Sh. Santosh Kumar, Director (H-II)

**Central Electricity Authority**

6. Sh. M.A.K.P. Singh, Member (Hydro)
7. Sh. Sharvan Kumar, Chief Engineer

**Members of CCIE**

**CCIE-I**

8. Shri Anup Wadhawan, Ex-Secretary (Commerce), Gol
9. Shri Ravinder Kumar Sharma, Ex-MD, HBSEBL
10. Shri Mrinal Kanti Bhattacharya, Ex-Executive Director, Indian Bank

**CCIE-2**

11. Shri Dharendra Veer Singh, Ex-CMD, THDC (India) Ltd.
12. Shri Naveen Bhushan Gupta, Ex-Director (Finance), PFC Ltd.

**CCIE-3**

13. L.C. Goyal, Ex-IAS
14. Shri Chinmaya Gangopadhyaya, Ex-Director (Projects), PFC Ltd.

**Coal Mining Expert Member**

15. Shri T.K. Nag

**BBMB**

16. Sh. Manoj Tripathi, Chairman, BBMB

**Hydro CPSUs**

**SJVN Ltd.**

17. Sh. N.L. Sharma, CMD
18. Mrs. Geeta Kapur, Director (Personnel)
19. Sh. A.K. Singh, Director (Finance)
20. Sh. S.K. Sharma, Director (Projects)



**NHPC / THDC**

- 21. Sh. R.K. Vishnoi, CMD, NHPC Ltd. / THDC India Ltd.
- 22. Sh. R.K. Chaudhary, Director (Technical), NHPC Ltd.
- 23. Sh. Bhupender Gupta, Director (Technical), THDC India Ltd.

**NTPC / NEEOCO**

- 24. Sh. Shivam Srivastav, Director (Fuel)
- 25. Sh. Avinash Srivastav, ED (Contract)
- 26. Sh. Ramnath Pujari, GM, NTPC
- 27. Sh. Neeraj Jalota, GM, NTPC (Coal Mining)

**PGCIL**

- 28. Sh. R.K. Tyagi, CMD

**DVC**

- 29. Sh. S. Suresh Kumar, Chairman
- 30. Sh. Rakesh Ranjan, ED (HR)

\*\*\*\*\*

F. No. 11/22/2021-Th.II

Government of India

(Bharat Sarkar)

Ministry of Power

(Vidyut Mantralay)

Shram Shakti Bhawan, Rafi Marg  
New Delhi, the 18th October, 2023

OFFICE MEMORENDUM

**Subject: Dispute Resolution through Conciliation for Contractual Disputes in Projects implemented by CPSUs / Statutory Bodies under the administrative control of Ministry of Power — Constitution of Conciliation Committee of Independent Experts (CCIE) — Corrigendum Reg.**

In partial modification of this Ministry's OM of even number dated 29.12.2021 (copy enclosed) regarding resolution of contractual disputes in the Projects implemented by CPSUs / Statutory Bodies under the administrative control of Ministry of Power through conciliation by Conciliation Committee of Independent Experts (CCIE), following amendments are hereby made in the CCIE mechanism:-

2. Para 6 of the OM No. F. No. 11/22/2021-Th.II dated 29.12.2021 may be read as under:-

*In case of any disagreement during execution of contracts, it is expected that the parties will take up the matter first with the Dispute Avoidance Mechanism (through Independent Engineer), wherever the option is available. In case of its failure, the parties may refer the matter further to the Conciliation Committee. The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. The Conciliation Committee would either be able to resolve and settle dispute(s) between the parties, or the process may fail. In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to **Arbitration proceedings** or the laid down legal process of Courts. ~~However, the option of Arbitration would not be available once the conciliation mechanism has been exercised.~~ In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.*

3. Para 9 of the OM No. F. No. 11/22/2021-Th.II dated 29.12.2021 may be read as under:-

*In cases of disputes pending before the Arbitration Tribunals or the Courts, both the parties [i.e. Developer and Contractor] need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would*



authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. The option of resolution through conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be open to the parties. However, the parties may resume the Arbitration proceedings or take recourse to any other legal remedies in the event of the conciliation proceedings not being successful.

4. The aforementioned changes will be effective from the date of issuance of this Office Memorandum.
5. This issues with the approval of the Competent Authority.

  
 (Vikrant S. Dhillon)  
 Deputy Director  
 Tel: 011-23705841  
 Email: hydro2-mop@gov.in

1. Chairperson, CEA
2. Chairperson, CWC
3. CMDs/Chairpersons to all CPSUs/Statutory bodies/ Autonomous bodies under MoP
4. All members of CCEPs - 1, 2 & 3.

**Copy to:**

1. PS to Hon'ble Minister of Power and New & Renewable Energy
2. PS to Secretary (Power)
3. PA to SS & FA
4. Sr. PPS to AS (AT)
5. PPS to all Joint Secretaries in MoP
6. PPS to FA
7. All Directors/ DS/ US/ DO, MoP

**Copy also to:**

In-charge, NIC Cell, MoP with request to publish the instant OM on the homepage of the website of Ministry of Power,



**F. No. 11/22/2021-Th.II**  
**Government of India**  
**(Bharat Sarkar)**  
**Ministry of Power**  
**(Vidyut Mantralay)**

**Shram Shakti Bhawan, Rafi Marg**  
**New Delhi, the 22<sup>nd</sup> March, 2022**

**OFFICE MEMORANDUM**

**Subject: Constitution of Conciliation Committee of Independent Experts for resolution of contractual disputes in respect of the projects implemented by CPSUs / Statutory Bodies under administrative control of Ministry of Power – regarding.**

With the approval of Hon'ble Minister of Power and New & Renewable Energy, Ministry of Power, vide OM of even number dated 29.12.2021 (**Annex-I**), introduced a conciliation mechanism for settlement of contractual disputes in contracts of CPSUs / Statutory Bodies under Ministry of Power executing power projects. For this purpose, it was decided to constitute three numbers of Conciliation Committees of Independent Experts (CCIEs).

2. Accordingly, a Notification of even number was issued on 07.01.2022 inviting Expression of Interest from the eligible candidates for empanelment as Independent Expert for constitution of the CCIEs. Consequently, with the approval of Hon'ble Minister of Power, a Search-cum-Selection Committee was also constituted for scrutiny of the EoIs as well as screening of the candidates.

3. Based on the recommendations of the Search-cum-Selection Committee, following three nos. of Conciliation Committee of Independent Experts are hereby constituted for settlement of contractual disputes in contracts of CPSUs / Statutory Bodies under Ministry of Power executing power projects:-

<b>CCIE</b>	<b>Members of CCIE</b>
<b>CCIE-1</b>	Shri Anup Wadhawan, Ex-Secretary (Commerce), GoI
	Shri Ravinder Kumar Sharma, Ex-MD, HBSEBL
	Shri Mrinal Kanti Bhattacharya, Ex-Executive Director, Indian Bank
<b>CCIE-2</b>	Ms. Rashmi Verma, Ex-Secretary (Tourism), GoI
	Shri Dharendra Veer Singh, Ex-CMD, THDC (India) Ltd.
	Shri Naveen Bhushan Gupta, Ex-Director (Finance), PFC Ltd.
<b>CCIE-3</b>	Shri P. S. Kharola, Ex-Secretary (Civil Aviation), GoI
	Shri Anil Kumar Jha, Ex-Director (Technical), NTPC Ltd.
	Shri Chinmaya Gangopadhyaya, Ex-Director (Projects), PFC Ltd.

4. The aforementioned CCIEs shall function as per the Standard Operating Procedure enumerated in this Ministry's Office Memorandum of even number dated 29.12.2021. Moreover, the tenure, remuneration and other terms and conditions of the engagement of above Members of CCIEs shall also be governed by the aforesaid OM.

This issues with the approval of Hon'ble Minister of Power and New & Renewable Energy.

**Encl: as above.**

**(Vikrant S. Dhillon)**  
**Deputy Director**  
**Email: hydro2-mop@gov.in**



**To**

1. Chairperson, CEA
2. CMDs – PGCIL, REC, PFC, NTPC, NHPC, SJVN, THDC, NEEPCO, POSOCO
3. Chairman - BBMB, DVC
4. Director General – BEE, NPTI, CPRI

**Copy to:**

1. PS to Hon'ble Minister of Power & NRE
2. APS to Hon'ble MoS for Power
3. Sr. PPS to Secretary (Power)
4. Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
5. All Joint Secretaries of Ministry of Power
6. All Directors / Deputy Secretaries of Ministry of Power.
7. Members of the CCIEs

**Copy also to:**

In-charge, NIC Cell, MoP with request to publish the OM on the website of Ministry of Power.



**(Vikrant S. Dhillon)**  
**Deputy Director**

## **Annexure-VIII to Corrigendum no. 1**

**F. No. 11/22/2021-Th.II**  
**Government of India**  
**(Bharat Sarkar)**  
**Ministry of Power**  
**(Vidyut Mantralay)**

**Shram Shakti Bhawan, Rafi Marg,**  
**New Delhi, Dated 29<sup>th</sup> December, 2021**

**OFFICE MEMORANDUM**

**Subject: Dispute Resolution through Conciliation for Contractual Disputes in Projects implemented by CPSUs / Statutory Bodies under the administrative control of Ministry of Power – Constitution of Conciliation Committee of Independent Experts (CCIE) – Reg.**

CPSUs / Statutory Bodies (Developer) executing power projects, have been raising concerns that the present modalities of dispute resolution are not adequate to expeditiously and effectively address the disputes between the Developer and the Contractors. The delay in resolution of such contractual disputes has been identified as one of the major reasons impacting timely completion of power sector projects. The existing mechanism of dispute resolution through Dispute Resolution Boards or Arbitration Tribunal often takes considerable time, which leads to sub-optimal cash flow for the contractors and in time and cost overrun of the projects.

In this context, a Committee of Board Level Officers of CPSUs was constituted to study the field level issues and the difficulties in resolving the issues. The Committee submitted its report, which was deliberated upon in this Ministry in consultation with Central Electricity Authority and the CPSUs. It was observed that several disputes have been arising under the contracts which are not only involving exorbitant legal costs, but also causing diversion of precious human resources of both parties involved in disputes. Early amicable resolution of these disputes is in the interest of all the stakeholders.

2. After careful consideration, Government of India in the Ministry Power have decided to constitute Conciliation Committees of Independent Experts (CCIE), for settlement of disputes arising in contracts of CPSUs / Statutory Bodies executing power projects. There shall be three CCIEs. Each CCIE shall have three members having high level of integrity and proven track record. The Members shall be appointed from amongst the following categories:-

- I. Former Officers of the rank of Secretary / Additional Secretary to the Govt. of India.
- II. Sector Experts having substantial domain knowledge of project development and O&M of power projects.
- III. Experts in Finance with experience in senior positions of Financial Institutions.

Provided that one of the members in each CCIE should be from the category mentioned at 2(II) above i.e. Sector Expert having substantial domain knowledge of project development and O&M of power projects.



### **3. Broad Terms and Conditions:**

**3.1** The panel of the Independent Experts shall remain valid for a period of three years from the date of its formation and the validity of panel can be extended but not beyond total tenure of 5 years. Depending on the response from the contesting parties and the work-load, the number of panels may be suitably increased from time to time.

**3.2** Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding. The conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months. In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings. The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Developer or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work. All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Developer CPSE/Statutory Body initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.

**3.3.** There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals appointed as CCIE members shall submit an undertaking in this regard. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Developer organisation or the Contractor in the last five years.

**3.4.** The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.

### **4. Standard Operating Procedure:**

**4.1** On receipt of a reference from the Contractor for conciliation of dispute, the concerned Head of Project (Developer) shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Contract Department (Developer). The template of the communication is enclosed at Annex, which may be modified as per requirement.

**4.2** The Contract Department (Developer) will obtain the details and examine the correspondence of either parties relating to disputes, normally within 30 days. They may hold discussions with the team of Contractor and Head of Project to crystallise the issues; prepare the agenda containing the gist on each dispute and set up suitable meetings in an effort to



resolve the issue internally. The present internal mechanism in the CPSU / Statutory Body may be fully exercised to resolve the issue even before attempting conciliation by CCIE.

**4.3** Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally. The CMD/Board of the Developer may suitably decide an amount involved in the dispute below which it would not go into the exercise of conciliation after weighing the nature and quantum of disputes in the concerned organization.

**4.4** The Developer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the three CCIEs after leaving out those CCIEs which are unavailable due to work load or any other reason. A CCIE will normally be considered unavailable if it is handling cases to such an extent that there would be avoidable delay in the event of more cases being taken up by the same CCIE.

**4.5** The work of maintaining details of CCIE, its members, work load and allocation of a dispute to CCIE will be entrusted to CEA.

**5.** The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two conciliators shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.

**6.** In case of any disagreement during execution of contracts, it is expected that the parties will take up the matter first with the Dispute Avoidance Mechanism (through Independent Engineer), wherever the option is available. In case of its failure, the parties may refer the matter further to the Conciliation Committee. The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. The Conciliation Committee would either be able to resolve and settle and dispute(s) between the parties, or the process may fail. In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996

**7.** After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

**8.** Once the conciliation process succeeds in reaching a settlement agreement, at the level of the Conciliation Committee, further legal proceedings by the CPSU/ Statutory Body/

Autonomous Body under MoP, will be allowed only after obtaining the approval of Ministry of Power.


**9. Procedure in cases already pending before the Arbitral Tribunals / Courts:**

In cases of disputes pending before the Arbitration Tribunals or the Courts, both of the parties [i.e. Developer and Contractor] need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). The option of resolution through conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be open to the parties in the event of the conciliation proceedings not being successful.

**10.** The Conciliation Mechanism shall be available in all the existing and future contracts. Suitable provisions of Conciliation Mechanism shall be incorporated in the contract documents entered into in the future by all CPSUs/Statutory Bodies of Ministry of Power.

**11.** CCIE is an alternate dispute resolution mechanism being put in the place by the Ministry. If the Contractor is not willing to take recourse to this process or has any reluctance in this behalf, there shall be no compulsion to take such a recourse.

This issues with the approval of Hon'ble Minister of Power and New & Renewable Energy.

  
**(R. P. Pradhan)**  
**Director (Hydel-II)**

1. Chairperson, CEA
2. Chairperson, CWC
3. CMDs / Chairman(s) of all the CPSUs / Statutory Bodies / Autonomous Bodies under the Ministry of Power

**Copy to:**

1. PS to Hon'ble Minister of Power & NRE
2. PS to HMoS for Power
3. Sr. PPS to Secretary (Power)
4. Sr. PPS to AS (SKG) / Sr. PPS to AS (VKD) / Sr. PPS to AS&FA
5. PPS to All Joint Secretaries in Ministry of Power
6. PPS to EA
7. All Directors / Deputy Secretaries / Under Secretaries / Deputy Directors, MoP

**Template Letter to be sent to the Concessionaire/ Contractor/ Consulting party**

From:

HOP – concerned Developer

Address .....

.....

.....

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No. \_\_\_\_\_ Date: \_\_\_\_\_

**Subject: Your reference dated \_\_\_\_\_ regarding the Dispute in the project \_\_\_\_\_ for a meeting at the level of CMD (Developer) and Chairman (Contractor Agency) for settlement.**

Sir,

Kindly refer to your above cited reference on the subject cited above. It is agreed to refer the matter for consideration of the CMD, Developer and Chairmen of BOD of the Contractor for settlement of the dispute. However, in order to arrive at any proposed conciliation, it would be useful if the team from the Developer and your Company / firm discuss and crystallise the issues in advance of the proposed meeting.

2. You are, therefore, requested to discuss the issues / disputes with the Developer team led by the Contract Management Division of the Developer on a date mutually convenient.

Yours Sincerely,

(\_\_\_\_\_)

HOD / General Manager  
Concerned Developer**Copy to:**

1. CMD, Developer
2. AGM(Project), Developer. It is requested that all correspondence / documents relating to the subject along with index may please be furnished to the Contract Management Division within 7 days of this letter.

## **Annexure-IX to Corrigendum no. 1**



## ATTACHMENT-I

### **BANK GUARANTEE FORMAT FOR EARNEST MONEY** (To be executed on Non-Judicial Stamp Paper of Appropriate value)

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

(Name of Contract)

To:

(Name and address of Employer)

WHEREAS \_\_\_\_\_ (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid for the performance of the above named Contract (hereinafter called "the Bid")

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

THE CONDITIONS of this obligation are as follows:

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

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

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

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

Notwithstanding anything contained herein above:

i) Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_(\*)\_\_\_\_\_.

ii) This Bank Guarantee shall be valid upto \_\_\_\_\_(+)\_\_\_\_\_.

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before \_\_\_\_\_(@)\_\_\_\_\_

----- contd. ---

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

WITNESS

.....

(Signature)

(Signature).....

.....

(Name)

(Name).....

.....

(Official Address)

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

Complete Address of the Bank with  
Tele-Fax

For and on behalf of the Bank \_\_\_\_\_  
in the capacity of \_\_\_\_\_

Common Seal of the Bank with complete address including Tel./fax. Nos.  
Staff Authority No. of the officer of the Bank/Signatory

**INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/issuance of the

**----- contd. ---**

Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation

- of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of employer\_\_\_\_\_ (Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the Employer.
  6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

\*\*\*\*\*

## **Format of Insurance Surety Bond for Earnest Money Deposit**

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

Insurance Surety Bond No.....

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

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:

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

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

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

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

Notwithstanding anything contained hereinabove:

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



or before (@)\_\_\_\_\_

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

For and on behalf of the Insurance Company

\_\_\_\_\_  
in the capacity of  
\_\_\_\_\_

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

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

## **Annexure-X to Corrigendum no. 1**

**ATTACHMENT- 8**

**(Format of Integrity Pact)**

**PRE CONTRACT INTEGRITY PACT**

**Between**

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

**And**

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for \_\_\_\_\_ (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/joint venture constituted in accordance with the relevant law in the matter and the Employer is a Public Sector Enterprise.

NOW, THEREFORE,

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

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

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

**1.0 Commitments of the Employer**

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for



themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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


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

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

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

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

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

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

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

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

**4.0 Previous Transgression**

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

**5.0 Earnest Money (Security Deposit)**

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

**6.0 Sanctions for Violations**

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



- (v) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
  - (vi) Deleted .
  - (vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHPC Ltd. (**Annexure-A**), which may be further extended at the discretion of the Employer.
  - (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
  - (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.
- 7.0 Independent External Monitor(s)**
- 7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.
- 7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he / she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take

corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

#### 8.0 Facilitation of Investigation

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 joint venture, this pact must be signed by all partners of the joint venture.

**11.0 Validity**

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

or & On behalf of the Employer

For & On behalf of the Bidder / Contractor

Office Seal) Place----

(Office Seal)

Place-----

Date-----

Date-----

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

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

(Name and address)

(Name and address)

Name and address)

(Name and address)

*[Handwritten signature]*

**Annexure-A**

**Guidelines on Banning of Business Dealings**

**1.0 Introduction**

- 1.1 NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.
- 1.2 Since 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.

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





iii) "**Competent Authority**" and '**Appellate Authority**' shall mean the following:

- a. For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
  - Competent Authority: CMD
  - Appellate Authority : Board of Directors
- b. For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director )
  - Competent Authority: Concerned Director/Executive Director as the case may be
  - Appellate Authority: CMD /Concerned Director as the case may be
- c. For works awarded/under Tendering from Regional Offices / Projects/ Power Stations/ Liaison Offices ( falling in the competency of CGM and below)
  - Competent Authority: Head of the Unit not below the rank of General Manager
  - Appellate Authority: Next higher authority

iv) "**Investigating Committee**" shall mean a Committee appointed by Competent Authority to conduct investigation.

#### 4.0 Initiation of Suspension /Banning

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

#### 5.0 Suspension of Business Dealings.

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



- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of falling in the competency of Executive Director throughout Region and in case of falling in the competency of HOP and below throughout the Project/Power Station and attached liaison offices/units. 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.

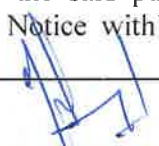
(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

#### 7.0 Procedure for Banning of Business Dealings

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

#### 7.4 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at **Appendix-II** of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days



of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

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

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

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

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

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

#### **7.5 Speaking Order**

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

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

## 7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact, or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV, 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. Based on the recommendation of the committee Appellate Authority shall pass appropriate order which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

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

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

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





**Appendix –I**

**(Format for Intimation of Suspension of business dealing)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s ..... Attn.:

Shri .....

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

Sir,

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

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

Brief of the default

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

This order shall have the following effects:

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



v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

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

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

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

ii) **Banning of joint Venture:**

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

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

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

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

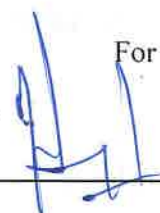
d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

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

Yours faithfully,

For & On behalf of NHPC.

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





**Appendix –II**

**(Format of Show Cause Notice)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

• **Sub: Show Cause Notice**

Ref :

Dear Sir,

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

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

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

Yours faithfully, For

& On behalf of NHPC.



**Appendix –III**

**(Format for Intimation of Banning of Business Dealing)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub:** Intimation of Suspension of Business Dealings Dear  
Sir,

Whereas the work of ..... was awarded to your firm vide letter of award no  
...dtd..... amounting to Rs. .... OR In response to NHPC NIT (e-tender /  
physical tender) 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.

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.\_\_\_\_\_. After considering the allegations made in the show cause notice,  
your reply to the show cause notice documents/documentary evidence in support  
thereof, it has been decided to Ban the Business Dealing with you and you are hereby  
debarred from entering into contracts with NHPC.

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.
  - a) In case of ongoing contracts between you & NHPC, (including cases where  
contract has already been awarded before the issue of Banning order) you will  
be required to continue with the execution and perform as per terms of the  
contract.
  - b) 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%.

**c) 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.

**d) 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.**

**e) 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.



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PCC, APPENDIX TO TENDER AND FORMS & PROCEDURES

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 N H P C .

**Note:** Strikeout whichever is not applicable

Appendix –IV

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

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

2. Your Appeal reference ..... Dt..... Dear Sir,

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

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

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

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

Yours faithfully,

For & On behalf  
of NHPC



## **Annexure-XI to Corrigendum no. 1**



(Refer Sub-clause 35 of ITB)

### 3. PERFORMANCE SECURITY FORM

(To be submitted by the Contractor)

Bank Guarantee

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

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

To,

*[Employer's Name & Address]*

Dear Sirs,

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

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

(\*\*)

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

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

Notwithstanding anything contained hereinabove:

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

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

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

(Signature).....

(Name).....

.....

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

Complete Address  
of the Bank with Tele-Fax

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

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

(\*\*) Employer may also present any of his demands at the counters of the .....*(Name and branch of the Bank in India)*..... for further relay to us. *(To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside India)*

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

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

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

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

(Refer Sub-clause 35 of ITB)

#### 4. PERFORMANCE SECURITY BANK GUARANTEE

(To be submitted by Sub-Contractor)

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

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

To,

*[Employer's Name & Address]*

Dear Sirs,

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

.....*[ Name of the work]* and the Contractor along with M/s...,*[ Sub-Contractor's Name ]* a Company with Registered Office at .....(hereinafter referred to as the 'Sub-Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns ) having executed a Deed of Undertaking for successful performance of the component works to be executed by the Sub-Contractor and the Sub-Contractor having agreed to provide an additional Contract Performance Guarantee for the faithful performance of the sub-let works under the Contract equivalent to 5%(five percent) of the value of the aforesaid sub-let works under the Contract to the Employer.

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

(\*\*)

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

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

Notwithstanding anything contained hereinabove:

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

Dated this .....day of .....(month).....(year) .....at.....

WITNESS

.....	(Signature).....
(Signature)	
.....	
(Name)	(Name).....
.....	.....
(Official Address)	(Designation with Bank Stamp)/Staff Authority No.

Complete Address of the Bank with Tele-Fax.

**Notes :**1. (\*) This sum shall be five percent (5%) of the value of the sub-let works as identified in the Contract denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the date of completion of the part of the Works to be executed by the Sub-Contractor.

(\*\*) Employer may also present any of his demands at the counters of the .....*(Name and branch of the Bank in India)*..... for further relay to us.  
*(To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside India)*

(+) This date will be the date of issue of Taking Over Certificate.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six

(6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

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

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



(Refer Sub-clause 35 of ITB)

## 5. PERFORMANCE SECURITY FORM

(To be submitted by the Partners of Joint Venture)

Bank Guarantee

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

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

To,

*[Employer's Name & Address]*

Dear Sirs,

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

.....*[ Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee in the name of individual partner of JV in proportion of their participation share in JV for the faithful performance of the entire Contract equivalent to

.....(\*).....of the said value of the aforesaid work under the Contract to the Employer.

We .....*[Name & Address of the Bank]*.....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of .....(\*)..... as

aforesaid at any time upto .....(@)..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor (individual partners in case of JV). Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till

.....(+)...... *[days/month/year]* whichever is earlier. (\*\*)

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

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

Notwithstanding anything contained hereinabove:

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

Dated this .....day of .....(month).....(year) .....at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

(Signature).....

(Name).....

.....

(Designation

with Bank Stamp)/Staff Authority No.

Complete Address of the Bank with Tele-Fax

**Notes :** 1. (\*) This sum shall be five percent (5%) in proportion of the participation share of the partner in the Joint Venture totaling to five percent of the Contract Price denominated in the types and proportions of currencies.

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

(\*\*) Employer may also present any of his demands at the counters of the .....*(Name and branch of the Bank in India)*..... for further relay to us.  
*(To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside India)*

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

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six

(6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

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

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

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

## 7. FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

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

Insurance Surety Bond No.....

Date.....

To,

*[Employer's Name & Address]*

Dear Sirs,

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

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

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

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

Notwithstanding anything contained hereinabove:

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

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

WITNESS

.....  
(Signature)

(Signature).....

.....  
(Name)

(Name).....

.....  
(Official Address)

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

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

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

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

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

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

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

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.



**Form-7(a)**

**FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY**

(In case of Sub-contractor)

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

Insurance Surety Bond No.....

Date.....

To,

*[Employer's Name & Address]*

Dear Sirs,

In consideration of the ... *[Employer's Name]*..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....*[Contractor's Name]*..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----*[Contract sum in figures and words]* for .....*[ Name of the work]* and the Contractor alongwith M/s.....*[ Sub-Contractor's Name ]* a Company with Registered Office at .....(hereinafter referred to as the 'Sub-Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns ) having executed a Deed of Undertaking for successful performance of the component works to be executed by the Sub-Contractor and the Sub-Contractor having agreed to provide an additional Contract Performance Guarantee for the faithful performance of the sub-let works under the Contract equivalent to 5% (five percent) of the value of the aforesaid sub-let works under the Contract to the Employer.

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

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

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

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

Notwithstanding anything contained hereinabove:

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

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

WITNESS

<p>..... (Signature)</p> <p>..... (Name)</p> <p>..... (Official Address)</p>	<p>(Signature).....</p> <p>(Name).....</p> <p>..... (Designation with Stamp of Insurance Company)/with staff Authority no. Complete Address of the Insurance Company with Telephone No. and e-Mail Id.</p>
--	--

**Notes: 1.** (\*) This sum shall be five percent (5%) of the value of the sub-let works as identified in the Contract denominated in the types and proportions of currencies.

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

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

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

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

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

**Form-7(b)**

**FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY**

**(To be submitted by the Partners of Joint Venture)**

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

Insurance Surety Bond No.....

Date.....

To,

*[Employer's Name & Address]*

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor (individual partners in case of JV). The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Employer of its

liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

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

Notwithstanding anything contained hereinabove:

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

Dated this .....day of ..... (month).....20\_.....at.....

WITNESS

.....

(Signature)

.....

(Name)

(Signature).....

(Name).....

.....

(Official Address)

.....

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

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

**Notes: 1.** (\*) This sum shall be five percent (5%) in proportion of the participation share of the partner in the Joint Venture totalling to five percent of the Contract Price denominated in the types and proportions of Indian currency.

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

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

- 2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance

Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

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

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor (individual partners in case of JV)) under registered post (A.D.). The Contractor (individual partners in case of JV) can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Security from that branch/ Head office, if so required.



## Form-7(c)

### FORMAT OF INSURANCE SURETY BOND FOR PARENT/ HOLDING COMPANY

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

Insurance Surety Bond No.....

Date.....

To,

*[Employer's Name & Address]*

Dear Sirs,

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

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

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

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

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

Notwithstanding anything contained hereinabove:

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

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

WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address)	..... (Designation with Stamp of Insurance Company)/with staff Authority no.
Complete Address of the Insurance Company with Telephone No. and e-Mail Id.	

**Notes:**

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

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

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

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

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

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

## **Annexure-XII to Corrigendum no. 1**

## 20. FORMAT OF RISK REGISTER

**(Refer Clause 17.7 of GCC)**

**Name of Project:**-----

**1.Name of Work:-----**

**2. Agreement No.:-**-----

**3.Executing Agency:-----**

[illegible]

## **Annexure-XIII to Corrigendum no. 1**



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**MODIFIED DATA SHEET - 3**

**Equipments and Plants:**

Name of Bidder or Partner of a joint venture
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*The Bidder should indicate availability of all equipment, which he would propose to use for the Contract, in separate sheets in a form as shown below:*

**List of Proposed Equipment**

No.	Name of Equipment	Capacity or production rate	Nos. of unit	Year of manufacture	Current ownership *1	Current location (country)	Estimated purchase price (US\$ per unit)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

\*1: Classify as I for owned (Lead Partner or other Partner), or II to be leased and III to be purchased. The proposed old Equipments should not be older than (3) three years.

*Separate Form-3A should be prepared for major items of equipment listed in this Form-3.  
Separate Form-3B should be prepared for deployment schedule of all the above equipment.*

**NB:**

1. The construction equipment planning should commensurate with construction methodology, availability of construction material and overall construction programme.
  2. Contractor has to plan suitable units of the equipment and plants as per requirements of the working fronts.
  3. The additional equipment / plants proposed by the Contractor/Bidder shall be at least 50% new in terms of capacity for each type of equipment, fraction to be rounded off on higher side. Old equipment / plants shall not be older than (3) three years.
  4. The period of (3) three years for old equipment shall be considered from the date of invoice to the date of invitation of techno-commercial bid.
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## **Annexure-XIV to Corrigendum no. 1**

### **MODIFIED DATA SHEET 3C**

List of <b>Key</b> Equipment for URI-I, Stage-II HE Project			
Sl. No.	Description of Equipment	BHP /KW	Total no. of Equipment
1	Hyd. Excavator 1.0 cum.	140 HP	5
2	Loader-cum Excavator 1.0/0.24 cum	100 HP	1
3	20 MT Rear Dumper	300 HP	38
4	Tipper 10 MT	150HP	4
5	Two Boom Drill Jumbo	180KW (83-	9
6	Side Dump loader, 2.5cum/hr	270 HP	7
7	Jack Hammer / Pavement Breaker	1.8 KW	21
8	Raise Borer or any equivalent equipment having drilling rate of 0.5 m/Hr of drilling of Pilot hole of dia. 450 mm and reaming rate of 0.2 m/Hr of dia. Of 2.1 m in the rock class Quartzitic Schist having UCS-Saturated up to 176 Mpa.	300KW	1
9	Transit Mixer 4 cum.	(41HP@2000-	34
10	Concrete Pump, 30 Cum/hr.	90HP	13
11	Crawler Dozer 200 F.H.P.	200HP	4
12	EOT/Gantry crane, 10 T	15KW	1
13	Rock Splitter (Hydraulic) of having splitting force of 180 KW minimum 2250 ton or any other equivalent equipment for tunnel excavation through mechanized means having progress of 5.5 cum/Hr in the rock class Quartzitic Schist having UCS Saturated up to 176 Mpa.	180 KW	3
14	Hyd. Impact Rock Breaker 40 T	400HP	3
15	Shotcrete Machine 6-12cum./hr.	150KW	6
16	Batching & Mixing Plant, 90 cum./hr.	400 KW	2
17	Aggregate Processing Plant 240 TPH	400 KW	1
18	Mobile Crane 10 MT Pick & Carry	50HP	1
19	Mobile Crane 20 MT	100HP	1
20	Tunnel Gantry 6.5 m dia. 12 m long		6
21	Tunnel Gantry 8 m dia. 12 m long		3
22	Tunnel Gantry 7 m dia. 12 m long		1

## **Annexure-XV to Corrigendum no. 1**



