

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



तीस्ता-V पावर स्टेशन
Teesta-V Power Station, Balutar

(Open Tender Enquiry)

कार्य का नाम : तीस्ता-V पावर स्टेशन के पावर हाउस के विभिन्न माप उपकरणों/उपकरणों का अंशांकन/परीक्षण ।

Name of Work: Calibration/Testing of various measuring Instruments/Equipments of Power House of Teesta-V Power Station.

GEM BID NO.: GEM/2025/B/6645594

अनुमानित लागत: Rs. 3,19,100/-
Estimated Cost: Rs. 3,19,100/-

धरोहर राशि: लागू नहीं ।
Earnest Money: Not applicable.

कार्य पूरा करने की अवधि: साइट पर इंजीनियरों की प्रतिनियुक्ति की तारीख से 02 (दो) महीने तक ।
Completion Time: 02 (Two) Months from the date of deputation of Engineers at Site.

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

ठेकेदार के हस्ताक्षर
Signature of Contractor

टिप्पणी: इस निविदा प्रपत्र में कानूनी विवचेना के प्रयोजन से अंग्रेजी रूपांतरण विधिमान्य होगा ।

Note: For legal interpretation English version shall hold good in this tender document.

A. Minimum Qualifying:

The bidders must fulfil the following minimum Qualifying Criteria: -

1. Qualification Criteria:

- (i) The bidder should have latest Income Tax challan/ return/ Income Tax exemption certificate, PAN No., GST Registration No., EPF Registration No., and ESIC Registration No. (If Applicable), ~~Mediclaim Policy Undertaking (in case ESI is not available).~~
- (ii) Average annual financial turnover during the last three (03) financial years ending 31st March of previous financial year, should be at least 30% of the Estimated Cost i.e at least 1.0 Lakh.
- (iii) Experience of having successfully completed in past of similar nature of works* of requisite value specified hereunder during preceding **07 (seven) years** ending last day of the month of previous to the one in which applications are invited should be either of following:
 - i. Three (03) "similar completed works*", each costing not less than the amount equal to 40% of the estimated cost.
OR
 - ii. Two (02) "similar completed works*", each costing not less than the amount equal to 50% of the estimated cost.
OR
 - iii. One (01) "similar completed works*", each costing not less than the amount equal to 80% of the estimated cost.

Self attested copies of relevant documents such as 'Letter of Award' and 'Completion certificate' should be submitted by the bidders in this regard.

****Similar nature of work is defined as "On-site Calibration of Measuring / Testing Instruments".***

- (iv) The bidder Should have performed two (02) similar type of work (as defined at clause no. 1(iii) above in previous seven years **07 (seven) years** ending last day of the month of previous to the one in which applications are invited.
- (v) **The bidder should have valid NABL Certificate of Accreditation for onsite calibration of all instruments mentioned in the Bill of Quantities, in accordance with the standard ISO/IEC 17025:2005 or latest guideline. The certificate shall be valid for the entire Contract Period and submitted along with tender documents.**

Relaxation w.r.t. Prior Experience & Prior- turnover:

- (i) All Start-ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.R. 501(E) dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover subject to their meeting the quality and technical specifications for which necessary documents shall be submitted by such bidders. However, the Employer reserves the right to deny such exemptions to Start-ups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per Annexure-VIII.

Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.

- (ii) All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.

Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.

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

B. Preference of Make in India:

The directives under Public Procurement (Preference to Make in India) Order, 2017 include following:

A) Definitions:

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

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

Class-II local supplier: means a supplier or service provider, whose Goods/Services/Works offered for procurement, meets the minimum local content as prescribed for “Class-II local supplier” but less than that prescribed for “Class-I local supplier” under this order.

Non-local supplier: means a supplier or service provider, whose Goods/Services/Works offered for procurement has local content less than that prescribed for “Class-II local supplier” under this order.

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

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

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

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

Margin of purchase preference: means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L-1 for availing purchase preference. The margin of purchase preference shall be 20%.

Works: means all works as per Rule 130 of GFR-2017*, and shall also include Turnkey works, Engineering, Procurement & Construction (EPC) Contracts and Services include System Integrator (SI) contracts.

(*Original works means all new constructions, site preparation, additions and alterations to existing works, special repairs to newly purchase or previously abandoned buildings or structures, including remodeling or replacement.

Minor works mean works which add capital value to existing assets but do not create new assets.

Repair works means works undertaken to maintain building and fixtures. Works will also include services or goods incidental or consequential to the original or repair works).

B) Eligibility Criteria for Class I / II and Non-Local Suppliers:

- a) For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.
- b) For procurement of Goods/ Services/ Works, not covered under a) above and having estimated value less than INR200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In Global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I and Class-II local suppliers.

The above criteria shall be subject to compliance of following:

- i) The bidder shall have to be an entity registered in India in accordance with law. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability, competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.
- ii) Foreign bidders can also participate in the bidding process provided they form Joint Venture with any bidder registered in India in accordance with law.
- iii) Country of origin of the equipment/material shall be provided in the bid.
- iv) The bids shall be in Indian National Rupees (INR) only in respect of local content.
- v) The bidder shall follow Indian laws, regulations and standards.
- vi) For supply of equipment/material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.
- vii) The manufacturer/supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the life cycle, the materials are safely recycled/disposed of by the Manufacturer/Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling /disposal unit or as may be specified.
- viii) The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.

- ix) Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.
- x) ~~Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.~~

C) Procedure for Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to "Class-I local supplier" only in procurement undertaken by procuring entities in the manner specified here under.
- (b) In the case of procurement of **goods/works**, covered under para B(b) and **divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.
- (c) For procurement of **goods/works**, which are covered by para B(b) and **not divisible in nature**, and in **procurement of services where the bid is evaluated on price alone**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" and "Non- local supplier" will not get purchase preference

in any procurement, undertaken by procuring entities.

Applicability in tenders where contract is to be awarded to multiple bidders –

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class- I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

D) Verification of local content

- a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a

certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

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C. Information w.r.t. MSME Development Act '2006

MSME Development Act `2006 is applicable to all Contractors/suppliers/service providers. Therefore information as per "Annexure-VII" appended hereto is required to be submitted/enclosed by the bidder along with bid.

a. ~~Cost of bidding document:~~

~~Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Cost of bidding document.~~

~~They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favors, for the tendered goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~

b. ~~Bid security / EMD:~~

~~Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Bid Security deposit/ EMD.~~

~~They should furnish with the Bid a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favours, for the goods/ services covered under this Tender document. No other bidders are exempted from furnishing Bid Security/ EMD as mentioned above.~~

~~Bids received unaccompanied by either an acceptable Bid Security / EMD or a Notarized copy of valid certificate of registration stated as above shall be rejected as being non-responsive.~~

c. Purchase Preference in favour of MSEs:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services, covered in this Tender document shall also be eligible for the Purchase Preference.

All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.

In tender, participating Micro and Small Enterprises (MSEs) quoting price within price band of $L_1 + 15\%$ shall also be allowed to execute a portion of the requirement by bringing down their price to L_1 price in a situation where L_1 price is from someone other than an MSE and such MSEs shall be allowed to execute at least **25%** of total tendered value. In case

more than one such MSEs, the work will be shared proportionately (to tendered quantity).

In case of tender item is non-splitable or non-divisible, etc. MSE quoting price within price band $L_1+15\%$ may be awarded for full/complete execution of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

Out of 25% target of annual procurement from MSEs, a sub target of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the tender requirements and the L-1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

Out of total annual procurement from MSE's, 3% from within the 25% target shall be earmarked for procurement from MSE's owned by women.

Definition of MSEs owned by SC/ST is as given under:

- (a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- d. MSEs and Start-ups Bidders shall be allowed to get the benefit under one category either as MSEs or as a Start-up only, for which self-declaration on company's letter head in the format enclosed at Annexure-XII of Section-I is required to be furnished.

D. Requisite Annexure/attachment to be uploaded with technical bid:**Attachment- I***(To be filled by the bidder)**(Format for declaration by the Bidder)***Self Certification**

I/ We, M/s _____ (Name of Bidder) hereby certify we have read and understand Sl. No. (C) [**Preference of Make in India**] and declare followings:

- (a) We have not been debarred by any procuring entities in last two years for violation of Order No. P-45021/2/2017-PP (BE-II) dated: 16th September, 2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India.
- (b) The local content of our offer for the work “ - **Calibration/Testing of various measuring Instruments/Equipments of Power House of Teesta-V Power Station**” is _____% and therefore as per Sl. No. (B) [**Preference of Make in India**], we falls under **Class-I Local Supplier/Class-II Local Supplier**. (*Strike out whichever is not applicable*).
- (c) The location (s) where the local value addition is made for our offer for the work “ - **Calibration/Testing of various measuring Instruments/Equipments of Power House of Teesta-V Power Station**” is as under:

- 1.
- 2.

(Seal &/ Signature of Bidder)

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

Annexure-II*(To be filled and uploaded online)***(Format of Integrity Pact)****(To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)****PRE CONTRACT INTEGRITY PACT****Between**

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

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at _____ represented by 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 "**Calibration/Testing of various measuring Instruments/Equipments of Power House of Teesta-V Power Station.**" (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against GEM BID No. **GEM/2025/B/XXXXXXX.**

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

NOW, THEREFORE,

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

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

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

1.0 — Commitments of the Employer

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

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

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

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

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

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

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

4.0 Previous Transgression

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

5.0 Earnest Money (Security Deposit)

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

6.0 Sanctions for Violations

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

11.0 Validity

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

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

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

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

For & On behalf of the Employer

For & On behalf of the Bidder / Contractor

{Office Seal}

{Office Seal}

Place_____

Place_____

Date_____

Date_____

Witness1._____

Witness1._____

{Name and address}

{Name and address}

2._____

2._____

{Name and address}

{Name and address}

Annexure-A to Integrity Pact

Guidelines on Banning of Business Dealings

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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

4.0 Initiation of Banning / Suspension

Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct

on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

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

6.0 Ground on which Banning of Business Dealings can be initiated

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

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

7.0 Procedure for Banning of Business Dealings

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/ Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/ SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout 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 year in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

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

7.7 Effect of Banning

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

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

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

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

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

There would be no bar on procuring the spares and awarding Contracts towards Annual

Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

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

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

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

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

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

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

Appendix -I

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

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings.

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

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

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

i) Participation of Agency in Joint Venture

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

ii) Banning of joint Venture:

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable.

Appendix -II**(Format of Show Cause Notice)**
BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To-

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.

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

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings.

Dear Sir,

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

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

"Brief of the Default may be mentioned"

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

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

This order shall have the following effects:

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

i) Participation of Agency in Joint Venture

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process

shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) Banning of joint Venture:

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

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

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

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

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

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

Appellate Authority :

Designation:

Address:.....

Ph . no.

E-mail :

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.

Corrupt, Fraudulent, Collusive or Coercive Practices:

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

- (a) For the purpose of this provision, the terms set forth below shall mean as under:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;
 - (v) An agreement called "Integrity Pact" between the prospective Bidders and the Employer shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.
- (b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- (c) The Employer may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.
- (d) **Banning of Business Dealings:** It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:
 - i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
 - ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
 - iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract;
 - iv) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
 - v) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.;
 - vi) If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
 - vii) If the work awarded to the agency has been terminated by NHPC or NHPC due to poor performance of the contract in the preceding 5 years.

- viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- ix) On any other ground upon which business dealings with the Agency is not in the public interest.
- x) If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(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).

ANNEXURE-III*(To be filled and uploaded online)****(Format for declaration by the Bidder)*****Self-Declaration by the Bidder**

I/We, M/s _____ (*Name of Bidder*) hereby certify that I/We have not been banned / de-listed / black listed / debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact [Annexure-II of SL. No. D].

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

(Seal &/ Signature of Bidder)***Note: This 'Declaration' should be on the letter head of Bidder.***

ANNEXURE-IV
(to be filled and uploaded online)

PAST EXPERIENCE -

Details of similar works carried out	No. and date of order	Value of Contract	Contractual date of completion (Month & Year)	Actual date of completion (Month & Year)	If order is under execution, percentage of supplies completed till date	Reasons for delay if any	Name and complete address of the customer

Station: _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)

Official Seal of the Company:

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

Sl. No.	Description of information	Replies by the bidder				
1	Name of the Firm/Company :					
2.	Complete address of Regd./Head Office					
i)	Postal :					
ii)	Telephone/Fax :					
iii)	E-mail :					
3.	Former name of the Firm/ Company (if any) :					
4.	Type of the Firm/Company (Proprietary/ Partnership/Private Ltd. Co./ Public Ltd. Co.) :					
5.	Whether MSE or Start-up (tick in the appropriate box) :	<table border="1"> <tr> <td>MSE</td> <td>Start-Up</td> </tr> <tr> <td></td> <td></td> </tr> </table>	MSE	Start-Up		
MSE	Start-Up					
6	Year and place established :					
7	Are you registered with any Government/ Public Sector Undertaking (if yes, give Details) for work of similar nature covered under the specifications :					
8	Have your Company ever been declared Bankrupt (if yes, give details)? :					
9	Validity period of tender, reckoned from the last date of online bid submission :	As per GeM Portal				
10	Whether furnished & filled all: Schedules /Annexure appended to the tender documents. :					
11	Goods & Services Tax Identification No. (GSTIN) - (If Applicable) :					
12	:					

EPF No.

13

PAN

:

14.

HSN Code/SAC

:

(To be mentioned HSN/SAC codes
against the items under Scope of Work
as per BOQ

Station: _____

Date: _____

For & on behalf of _____

Signature: _____

Name: _____

Designation: _____

(of the authorized representative of the bidder)
Official Seal of the Company:

ANNEXURE-VI

(to be filled and uploaded online)

ECS - Form

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

--

1) BIDDER'S NAME : _____

a. ADDRESS : _____

b) Phone/ Mobile No. : _____

2) PARTICULARS OF BANK ACCOUNT

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____
 Telephone No. : _____

d) IFSC CODE OF THE BANK
 (For payment through RTGS)

e) ACCOUNT TYPE
 (S.B. Account/ Current Account or/ Cash
 Credit with code 10/11/13)

f) ACCOUNT NUMBER : _____
 (As appearing on the Cheque Book)

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

Date : _____
 Signature of the Bidder

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

(Bank's Stamp) _____

Date: _____ Signature of the Authorized Official from the Bank

ANNEXURE-VII*(to be filled and uploaded online)***Declaration / Undertaking under MSMED Act, 2006****(As per guidelines issued by Ministry of MSME time to time)**

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are Applicable /not applicable to us and our organization falls under the definition of:

- (i) ☐ - Micro Enterprise
- (ii) ☐ - Small Enterprise
- (iii) ☐ - Medium Enterprise.

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

B) I/We also confirm that We are MSEs owned by SC/ST Entrepreneurs /Women Entrepreneurs
(Strike out if not applicable)

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

(Authorized Representative of Firm)

Annexure-VIII*(to be filled and uploaded online)***DECLARATION REGARDING APPLICABILITY OF START-UPS UNDER STARTUP INDIA INITIATIVE****DECLARATION / UNDERTAKING**

A) I/WE confirm that the provisions of Startup India Initiatives are:

☐ Applicable to us and organization falls under the definition of startups.

☐ Not Applicable to us and our organization does not fall under the definition of Startups.

Please (tick) the appropriate box ☐ and attach documents / certificates, if any.

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

(Authorized Representative of Firm)

ANNEXURE-IX

(to be filled and uploaded online)

**DECLARATIONS
(To be submitted by bidder)**

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

Signature &/ seal of Bidder

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

I/We, M/s _____ (Name of Bidder) hereby certify that proceedings for insolvency under the Insolvency and Bankruptcy code 2016, or as amended from time to time, have not started, against us and/or our Parent/Holding company _____ (Name of Parent/Holding company).

(Seal & Signature of Bidder)

Note: This “Declaration” should be on the letter head of Bidder.

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

To

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

Sub:- Tender No:-

Dear Sir,

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

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

Accordingly, it is hereby certified that we have duly considered the impact of input Tax credit available on supplies in the GST regime in our quoted price. Further, any additional benefit of ITC if available to contractor shall be passed on to the Employer.

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

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

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

Place: -

(Signature of Authorized Signatory of Bidder)

Date: -

Name: -

Designation: -

Seal: -

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

“It is hereby declared that the Bid ID No. has been submitted by M/s (Name of Bidder) against Tender specification Noas a (MSEs / Startups).
(strike (X) out of the remaining)

..... (Name of Bidder) shall get the benefit for the specified category only if complied all the terms and conditions mentioned in the tender.”

(Seal &/ Signature of Bidder)

Note: This “Declaration” should be ~~on the letter head~~ of Bidder.

E. SPECIAL CONDITIONS OF CONTRACT

Name of Work: Calibration/Testing of various measuring Instruments/Equipments of Power House of Teesta-V Power Station.

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

1. **Technical specification:** -As per Annexure-I of SCC.
2. **Scope of work:-** Calibration of Testing/Measuring Instruments as per Annexure-I of SCC. Calibration certificate shall be provided by the firm for all the instrument being calibrated as per Annexure-I. This certificate should be valid up to at least one year.
3. **Prices** are firm and final including calibration, transportation of equipments, To and Fro charges of person deputed for calibration, Lodging & food Etc.
4. **Time of Completion :** The work is to be completed within 2 months from the date of deputation of Engineers at site. However, the exact date of start will be intimated in advance as per availability of equipments. Engineers to be deputed within fifteen days from the date of intimation.
5. **Safety:** The Firm shall ensure all the safety measures during execution of this work for safety of man deployed & equipments used.
6. **Validity:** The calibration certificate of the instruments should be valid for at least 01 year.
7. **Certification:** The agency must be a NABL accredited Laboratory for on-site calibration & all Calibrating instruments being used at Teesta-V Power Station should have valid certificate for On-site calibration.
8. **Payment Terms:** Payment shall be made within 30 days after completion of work, submission of calibration certificate, invoice and other documents.

In case of MSE

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

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

In case of non-MSE

All the payments (i.e. payments which are measured and accepted) for the supplies and/ or services [as applicable] rendered by non-MSEs (Non-Micro & Small Enterprises) Supplier/Contractor under the Contract

shall be released within forty-five days from the receipt of invoice /bills from the contractor/supplier complete in all respect.

In case, payment are not released as mentioned above, NHPC Shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% p.a.”

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

9. **Facilities by NHPC:** The minimum infrastructure like stable power supply, working table etc. will be provided by NHPC.

The lodging & local transportation from place of stay to site job for the calibration team will be provided by the NHPC on pay on basis if available.

10. **Performance Security deposit (PSD):** Within 28 days of receipt of Work Order, the contractor shall furnish to the Engineer-in-Charge a performance security in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure- A** herewith for an amount equal to ~~(10) ten percent~~ **(05) five percent** of the originally awarded contract price by way of guarantee valid till one month beyond the Contract period as mentioned in the Work Order for the due and faithful performance of the contract along with the other terms and conditions agreed to. The Contractor shall, at his own cost get the validity period of bank guarantee furnished by him extended from time to time till one month beyond the completion of work as per the provisions of the contract. He shall furnish the extended/revised Bank Guarantee to the Engineer-in-charge one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended/revised Bank Guarantee is not received by the Engineer-in-charge within the specified period of one month, the Employer entirely at his discretion shall be at liberty to en-cash the aforesaid bank guarantee.

Alternatively, in case of non-submission of BG towards Performance Security, Security Deposit shall be deducted from initial payments due to the Contractor till total amount of security deposit becomes ~~10%~~ 5% of the Contract Value.

The Performance Security/ Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any. The Performance Security/ Security deposit amount will not earn any interest for the whatsoever period detained by NHPC.

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

Name of the beneficiary: **NHPC Ltd**

Account No.: **00000010779994207**

IFSC Code: **SBIN0007515**

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

11. **Defect Liability Period:** The Defect Liability period shall be till the certified date of completion of the work.
12. **Liquidated damages:** If the contractors fails to complete the work within schedule completion period, then the contractor shall be liable to pay L.D.@0.035% of the Contract sum of per day or part thereof for the period of delay subject to maximum 10% of the value of the order. **Any GST liability on account of Liquidated damages shall be borne by the contractor.**

13. **ENGINEER-IN-CHARGE:** Authorized representative of Head of the Power Station, Teesta V Power Station.

14. For any dispute, decision of Head of the Power Station will be final and binding.
15. **PAYING AUTHORITY:** DGM (Fin), Teesta-V Power Station, Balutar, P.O. Singtam, East Sikkim.
16. All applicable taxes/duties including GST as applicable and assessed on the Employer shall also be included in the prices/rates, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer.
17. Income tax shall be deducted from the bills as per the present tax rules of Central Govt.
18. All other rules of Govt. of Sikkim should be maintained.
19. The progress of the work by the contractor shall be reviewed by Engineer-in-Charge or his authorised representative time to time during execution of the work. Corporation reserve the right to terminate the contract in full or part if the contractor breaches any of terms and condition of the contract or the work is not found satisfactory. In such cases and abandonment of the work by the contractor during execution of the work, NHPC shall be at its liberty to forfeit the security deposit as per contract.
20. **TDS:** TDS as per prevailing rate.
21. Contractor has to submit Professional Tax clearance certificate from Commercial Tax Department, Govt. of Sikkim" along with RA bill
22. Contractor is instructed to comply with all applicable mandatory legal requirements in supplying of goods/ providing services to Teesta-V Power Station, NHPC Ltd., Singtam relating to environment and occupational health and safety.
23. The above mentioned requirement is minimum and NHPC reserves the right to ask for additional information.
24. NHPC reserves the right to increase/ decrease the period or to cancel the job order without assigning any reason whatsoever.
25. Different statutory requirements as applicable in the state of Sikkim to be fulfilled by the contractor/firm.
26. **Court of Competent Jurisdiction:** Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Sikkim at Gangtok.

Dy. General Manager (C)
Contract Division,
Teesta-V Power Station, Balutar

Annexure-I of SCC
List of equipments to be calibrated

S.No.	Item Description	Range	Make / Model	Qty
1	Variable DC power supply	DC Voltage(Source): 0 V to 32V DC Current (Source) : 0 to 2A	Aplab/ L3202	3
2	Portable Temperature Instrument	(-50 oC to 1300 oC)	R.S./ 2006-3722	7
3	DC Insulation Tester	DC Voltage: 100V to 1000 V Resistance: 1000M Ohms	Conin/ DIT-10	1
4	Digital Portable Earthing Resi measuring device	Ground Resi: 20 Ohms to 2 K Ohms	Extech/ 382152	1
5	Analog Multimeter	DC Voltage: 250mV to 1000V AC Voltage: 2.5 V to 1000V DC Current:1 mA to 10A, Resi: R*1, R*100, R*10,000	Simpson/ 260	5
6	Portable Needle Frequency Meter	46-65Hz	Yokogawa/2038	2
7	Portable Ohm & Capacitance Meter (Passive Component LCR Meter)	CAPACITANCE: 2000pF to 200 uF Resi: 20 Ohm to 2000 M Ohm INDUCTANCE: 20mH to 20H	B.K. Precision/815	1
8	Resistor measurement Instrument (Pt/Ni), (Portable Double Bridge)	Resi: RANGE MULTIPLIER X0.001 TO X0.1	Yokogawa/ 2769	1
9	Constant Current Supply Unit	DC Voltage(Source): 0 V to 64V DC Current (Source) : 0 to 5A	Aplab/ L6405	1
10	Insulation Tester (Motorised 230 V AC, 50 Hz A.C. mains)	DC Range: 100V to 5000 V Resi: 1T Ohms	Conin	2
11	Ammeter	0 to 10 A	AE Ltd./ SPD-PR	3
12	Universal Bridge (LCR-Q Meter)	CAPACITANCE @1 KHz AUTO Resi @1 khZ AUTO INDUCTANCE @1 khZ AUTO	Scientific/ 816	1
13	Storage cathode ray Oscilloscope (Analog/ Digital)		Scientific/ SM206	1
14	Pressure Switch	1 to 10 Mpa	Different Makes	45
15	Pressure Gauge	0 to 1kg/cm2 / 4kg/cm2/10kg/cm2/16kg/cm2	Different Makes	150

16	Temp Indicator	0 to 150 0C	Precimeasure Control	72
17	Winding Temp. Indicator	0 to 150 0C	Perfect Control/PC-252	18
18	Oil Temp. Indicator	0 to 150 0C	Perfect Control/PC-252	9
19	Insulation Resistance Tester 10 kV Range	0-10000 V	Sonel	1
20	Energy Meter (3-phase, 4-wire, 3 x63.5V, I _{max} =10Amp, Class=0.2)	3*63.5V ,I _b :5A:,Kh:1.8Wh/Rev	ELSTER & ALPHAJ	10
21	Energy Meter (3-phase, 4-wire, 3 x63.5V, I _{max} =5Amp, Class=0.2S)	3*63.5V Pulse Rate: 50/unit, I _b : 5A	L&T and ER300P	3
22	True RMS Digital Multimeter (Waterproof)	DC Voltage: 600mV to 1000V AC Voltage: 600mV to 1000V DC Current: 600micro A to 10A AC Current: 600micro A to 10A Resi: 600 Ohm to 50M Ohm Frequency: Auto	FLUKE 28II	3
23	Remote Display Digital Multimeter	DC Voltage: 600mV to 1000V AC Voltage: 600mV to 1000V DC Current:6 A to 10A, AC Current: 6 A to 10A, Resi: 600 Ohm to 40M Ohm, Frequency:Auto	FLUKE 233	2
24	3 ½ Digit Digital Multimeter	DC Voltage: 400mV to 1000V AC Voltage: 400mV to 1000V DC Current:400micro A to 10A AC Current: 400micro A to 10A Resi: 400 Ohm to 40M Ohm	FLUKE 17B	3
25	Remote Display True-RMS AC/DC Clamp Meter	DC Voltage: 600V AC Voltage: 600V, DC Current: 40A to 1000A AC Current: 40A to 1000A Resi: 400 Ohm to 4000Ohm Frequency: 5 to 500Hz	FLUKE 381	1
26	Digital Pressure Indicator	0-20bar	Druck/ DPI-705IS	1
27	Digital Thermo meter	Temp: -20.0°C to 60°C	Francaise d'Instrumentation/ FI308	1
28	Digital Weighing Machine	Reso:0.05kg, 0-100kg	SOEHNLE Professional	1

29	Pression Pressure Gauge(0-10 Bar), Medium of Use-SF6,Analog Type, Hose Size- DN8	0-10 bar	DILO/3-558-R001	1
30	Resistance Box (PL33.04 Range 0-10K ohm)	0-10K Ohms	Toshniwal Industries	1
31	Resistance Box (PL33.04 Range 0-10M ohm)	0-10M Ohms	Toshniwal Industries	1
32	Dead Weight Tester (Hydraulic,0-350Bar))	0-350Bar	Nagman/H6000-DP-350/1	1
33	Dead Weight Tester (Hydraulic,0-20 Bar)	0-20Bar	Nagman/H8000-SP-20/1	1
34	Hygro Thermometer	Temp: -20.0°C to 60°C Humidity: 5-95%	Tenmars TM-181	1
35	Portable Dew point meter	Dew point Temp: -70.0°C to 30°C Temp: -10.0°C to 60°C	Vaisala	2
36	Pressure Transducer	0-16 Kg, Output: 4-20 mA	Yokogawa	3
37	Turns Ratio Meter	TTRM 302	Scope T&M Make	1
38	Primary Injection Kit	PIT 100, Input : 230V, 217 Amp Single phase, 50 KVA Output: 10000 Amp	Conin	1
39	Temperature calibrator	-30 to 200°C	Fluke 6102	1
40	Micro ohm meter	Voltage: 100 to 600 V Range: 0 to 1999 uOhm	GE/ MOM600	1

F. BOQ

Schedule of Quantity and Prices (Schedule-A)

NAME OF WORK: “ - Calibration/Testing of various measuring Instruments/Equipments of Power House of Teesta-V Power Station.”

Tender Specification No.: As per GeM details.

Sl.No	Description	Make /Model	Unit	Qty	Rate (Rs)	Amount (Rs)
1	Variable DC power supply	DC Voltage(Source): 0 V to 32V DC Current (Source) : 0 to 2A	Nos	3	TO BE QUOTED ONLINE ONLY	
2	Portable Temperature Instrument	(-50 oC to 1300 oC)	Nos	7	TO BE QUOTED ONLINE ONLY	
3	DC Insulation Tester	DC Voltage: 100V to 1000 V Resistance: 1000M Ohms	Nos	1	TO BE QUOTED ONLINE ONLY	
4	Digital Portable Earthing Resi measuring device	Ground Resi: 20 Ohms to 2 K Ohms	Nos	1	TO BE QUOTED ONLINE ONLY	
5	Analog Multimeter	DC Voltage: 250mV to 1000V AC Voltage: 2.5 V to 1000V DC Current:1 mA to 10A, Resi: R*1, R*100, R*10,000	Nos	5	TO BE QUOTED ONLINE ONLY	
6	Portable Needle Frequency Meter	46-65Hz	Nos	2	TO BE QUOTED ONLINE ONLY	

7	Portable Ohm & Capacitance Meter (Passive Component LCR Meter)	CAPACITANCE: 2000pF to 200 uF Resi: 20 Ohm to 2000 M Ohm INDUCTANCE: 20mH to 20H	Nos	1	TO BE QUOTED ONLINE ONLY
8	Resistor measurement Instrument (Pt/Ni), (Portable Double Bridge)	Resi: RANGE MULTIPLIER X0.001 TO X0.1	Nos	1	TO BE QUOTED ONLINE ONLY
9	Constant Current Supply Unit	DC Voltage(Source): 0 V to 64V DC Current (Source) : 0 to 5A	Nos	1	TO BE QUOTED ONLINE ONLY
10	Insulation Tester (Motorised 230 V AC, 50 Hz A.C. mains)	DC Range: 100V to 5000 V Resi: 1T Ohms	Nos	2	TO BE QUOTED ONLINE ONLY
11	Ammeter	0 to 10 A	Nos	3	TO BE QUOTED ONLINE ONLY
12	Universal Bridge (LCR-Q Meter)	CAPACITANCE @1 KHz AUTO Resi @1 khZ AUTO INDUCTANCE @1 khZ AUTO	Nos	1	TO BE QUOTED ONLINE ONLY
13	Storage cathode ray Oscilloscope (Analog/ Digital)		Nos	1	TO BE QUOTED ONLINE ONLY
14	Pressure Switch	1 to 10 Mpa	Nos	45	TO BE QUOTED ONLINE ONLY
15	Pressure Gauge	0 to 1kg/cm2 / 4kg/cm2/10kg/cm2/16k g/cm2	Nos	150	TO BE QUOTED ONLINE ONLY

16	Temp Indicator	0 to 150 0C	Nos	72	TO BE QUOTED ONLINE ONLY
17	Winding Temp. Indicator	0 to 150 0C	Nos	18	TO BE QUOTED ONLINE ONLY
18	Oil Temp. Indicator	0 to 150 0C	Nos	9	TO BE QUOTED ONLINE ONLY
19	Insulation Resistance Tester 10 kV Range	0-10000 V	Nos	1	TO BE QUOTED ONLINE ONLY
20	Energy Meter (3-phase, 4-wire, 3 x63.5V, I _{max} = 10Amp, Class=0.2)	3*63.5V ,I _b :5A;Kh:1.8Wh/Rev	Nos	10	TO BE QUOTED ONLINE ONLY
21	Energy Meter (3-phase, 4-wire, 3 x63.5V, I _{max} = 5Amp, Class=0.2S)	3*63.5V Pulse Rate: 50/unit, I _b : 5A	Nos	3	TO BE QUOTED ONLINE ONLY
22	True RMS Digital Multimeter (Waterproof)	DC Voltage: 600mV to 1000V AC Voltage: 600mV to 1000V DC Current: 600micro A to 10A AC Current: 600micro A to 10A Resi: 600 Ohm to 50M Ohm Frequency: Auto	Nos	3	TO BE QUOTED ONLINE ONLY
23	Remote Display Digital Multimeter	DC Voltage: 600mV to 1000V AC Voltage: 600mV to 1000V DC Current:6 A to 10A, AC Current: 6 A to 10A, Resi: 600 Ohm to 40M	Nos	2	TO BE QUOTED ONLINE ONLY

		Ohm, Frequency:Auto			
24	3 ½ Digit Digital Multimeter	DC Voltage: 400mV to 1000V AC Voltage: 400mV to 1000V DC Current:400micro A to 10A AC Current: 400micro A to 10A Resi: 400 Ohm to 40M Ohm	Nos	3	TO BE QUOTED ONLINE ONLY
25	Remote Display True-RMS AC/DC Clamp Meter	DC Voltage: 600V AC Voltage: 600V, DC Current: 40A to 1000A AC Current: 40A to 1000A Resi: 400 Ohm to 4000Ohm Frequency: 5 to 500Hz	Nos	1	TO BE QUOTED ONLINE ONLY
26	Digital Pressure Indicator	0-20bar	Nos	1	TO BE QUOTED ONLINE ONLY
27	Digital Thermo meter	Temp: -20.0°C to 60°C	Nos	1	TO BE QUOTED ONLINE ONLY
28	Digital Weighing Machine	Reso:0.05kg, 0-100kg	Nos	1	TO BE QUOTED ONLINE ONLY
29	Pression Pressure Gauge(0 -10 Bar), Medium of Use- SF6,Analog Type, Hose Size- DN8	0-10 bar	Nos	1	TO BE QUOTED ONLINE ONLY

30	Resistance Box (PL33.04 Range 0-10K ohm)	0-10K Ohms	Nos	1	TO BE QUOTED ONLINE ONLY
31	Resistance Box (PL33.04 Range 0-10M ohm)	0-10M Ohms	Nos	1	TO BE QUOTED ONLINE ONLY
32	Dead Weight Tester (Hydraulic,0-350Bar))	0-350Bar	Nos	1	TO BE QUOTED ONLINE ONLY
33	Dead Weight Tester (Hydraulic,0-20 Bar)	0-20Bar	Nos	1	TO BE QUOTED ONLINE ONLY
34	Hygro Thermometer	Temp: -20.0°C to 60°C Humidity: 5-95%	Nos	1	TO BE QUOTED ONLINE ONLY
35	Portable Dew point meter	Dew point Temp: -70.0°C to 30°C Temp: -10.0°C to 60°C	Nos	2	TO BE QUOTED ONLINE ONLY
36	Pressure Transducer	0-16 Kg, Output: 4-20 mA	Nos	3	TO BE QUOTED ONLINE ONLY
37	Turns Ratio Meter	TTRM 302	Nos	1	TO BE QUOTED ONLINE ONLY
38	Primary Injection Kit	PIT 100, Input : 230V, 217 Amp Single phase, 50 KVA Output: 10000 Amp	Nos	1	TO BE QUOTED ONLINE ONLY
39	Temperature calibrator	-30 to 200°C	Nos	1	TO BE QUOTED ONLINE ONLY
40	Micro ohm meter	Voltage: 100 to 600 V Range: 0 to 1999 uOhm	Nos	1	TO BE QUOTED ONLINE ONLY



Total	TO BE QUOTED ONLINE ONLY
Add GST @18%	TO BE QUOTED ONLINE ONLY
Grand total (Rs.)	TO BE QUOTED ONLINE ONLY

- Note:
- 1. Quoted Rates should be inclusive of all taxes including applicable GST, taxes and duties.
 - 2. SAC Code: 998346.

(Signature & Stamp of the Bidder)

G. BRIEF DESCRIPTION OF THE PROJECT

1.1 ABOUT SIKKIM AND TEESTA RIVER.

Sikkim is a small and beautiful state located in the northeast Himalayas. It is one the youngest state of Indian union. It is surrounded by vast stretches of Tibetan plateau in the north, Chubi valley of Tibet and Kingdom of Bhutan in the east, Darjeeling Gorkha Hill council in the south and kingdom of Nepal in the west.

Due to prevalent cold and moderate climatic conditions with very low ambient dual level, the state presents ideal opportunity for development of high-tech industries like microelectronics and ancillary products which impose less burden on transportation facilities and earn rich dividends. However, for such developmental efforts, abundance of cheap and clean power is vital.

Sikkim is drained by a large number of perennial rivers, the prominent ones being Teesta and Ragit. The Teesta river originates from Zemu glacier and Rangit river from Talung glacier in west Sikkim which, after flowing for about 60kms, joins the Teesta river near the state border with West Bengal.

The elevation of Sikkim ranges from 300 m to 8583 m above mean sea level. It consists of lower, middle & higher hills.

1.2 LOCATION OF THE PROJECT

Nearest Railway Station :- Siliguri, approximately 110 Kms from Teesta-V PS, Balutar.

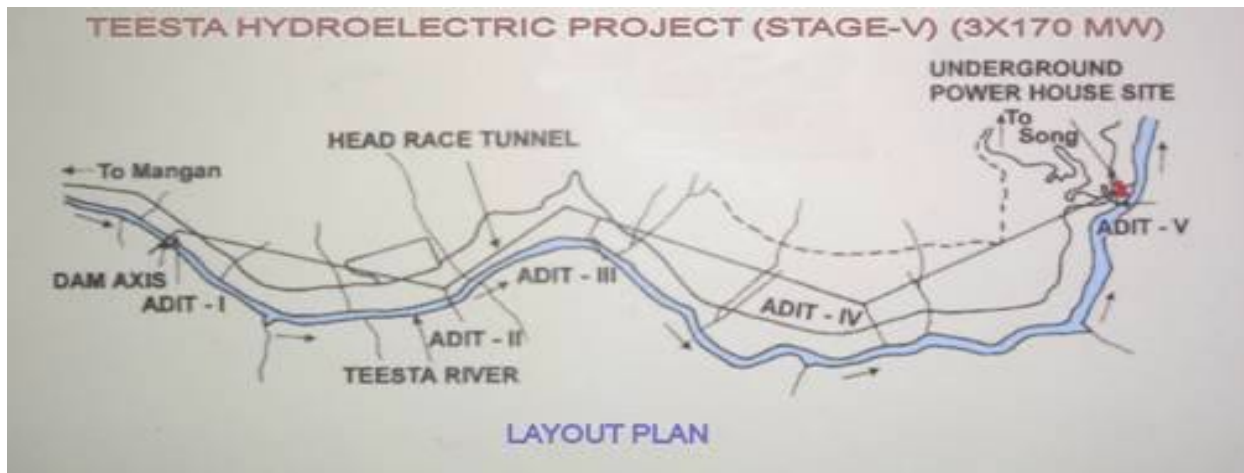
Nearest Airport :- Bagdogra, approximately 110 Kms from Teesta-V PS, Balutar.

Nearest Bus Stop :- Singtam, approximately 06 Kms from Teesta-V PS, Balutar.

1.3 BRIEF DESCRIPTION OF THE PROJECT

Teesta HE project, stage-V is located in South-East Sikkim. The project envisages harnessing of Teesta water, between Dikchu (27° 24' 00" E: 88° 31'30"N) and Sirwani (27°14'54"E: 88 29' 56"N). The scheme comprise; 95m high Concrete Gravity Dam (located 2 Kms downstream of its confluence with Dikchu nala) 17.106 Km long HRT housed on the left bank, a 95m high, 30m dia Surge Shaft and an underground power house near Sirwani, to generate 510MW of Power, utilizing a gross head of 200m.

The Layout of the project is shown in the Fig 1 below.



1.4 SALIENT FEATURES

State	Sikkim
River	Teesta
Dam site	2 km downstream of the confluence of Dikchu nala and Teesta river near Dikchu village

Access to the project from Bagdogra Airport	- Distance from dam site – 140 km -Powerhouse site - 110 km
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Nearest Railhead	New Jalpaiguri & Siliguri
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HYDROLOGY

Catchment area	4307 sq. km
Free drainage area	2020 sq. km

RESERVOIR

Full Reservoir Level (FRL)	EL 579.00 m
Min. Draw Down Level (MDDL)	EL 568.00 m
Gross storage upto FRL	13.52 MCM
Submerged area	67.75 ha

DAM

Type	Concrete Gravity
Height from river bed	88.60 m

Top of dam	EL 583.20 m
Length of dam	182.5 m
Max. water level	EL 580.72 m
Full Reservoir Level (FRL)	EL 580.72 m
Width of top	7.5 m

SPILLWAY

Design flood	9500 cumec (PMF)
Type	Central Ogee shape
Crest level	EL 540.00 m
Maximum head over crest (w.r.t FRL)	39.00 m
Type of gate	Radial- Sluice
Number & Size	5 Nos. (9m wide × 12m high)
Energy dissipation	Trajectory bucket
Top of road	EL 583.2m

Power House

Underground Power House near Sirwani, East Sikkim Consisting of 3 units of 170 MW each

ANNEXURE-A

PERFORMANCE GUARANTEE FORM

Bank Guarantee

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

Bank Guarantee No.

Date

To,

[Employer's Name & Address]

NHPC Ltd.

NHPC Office Complex

Sector – 33, Faridabad, Haryana-121003.

Dear Sirs,

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

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

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

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

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

Dated this day of 200..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

Full Address of Bank wet Tel., Fax no. .

.....
(Designation with Bank Stamp)Staff no.

2.

.....
(Signature)

.....
(Name)

.....
(Official Address)

Communication address of the Bank :

Name of the contact person :

Tel. No. :

Fax No. :

Email: :

Notes: 1. (*) This sum shall be ~~ten percent (10%)~~ five percent (05%) of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be Thirty (30) days beyond the Contract period as specified in the Contract.

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

3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased should invariably be mentioned on the back side of the stamp paper.

4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.

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