

Name of Work: Servicing of CG make 145 KV SF6 Circuit Breaker and 12 KV VCBs at Nimoo Bazgo Power Station.

Tender Reference: NBPS/C&P/2025-26/S-10/156 Dated: 24-09-2025

GeM Bid No.: GEM/2025/B/6721319 Dated: 24.09.2025

Estimated Cost: ₹26,88,512/- inclusive of GST and other Charges.

Additional Terms & Conditions (ATC)

The following conditions shall be read in conjunction with the corresponding relevant provisions made in the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service and in case of any discrepancy or variation or contradiction between them, the provisions made under this Additional Terms & Conditions (ATC) shall prevail.

SECTION-I

- 1.1 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact. The bidder must submit the Integrity Pact as per Proforma provided under "Buyer Added Bid Specific Terms and Conditions" (Generic) of Bid Document duly signed and stamped.
Pre-contract Integrity Pact is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to signing of Contract Agreement.
To oversee the compliance under the Integrity Pact, Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017, E-mail: arsv50@gmail.com, Shri Prabhash Singh, E7 M702, Housing Board Colony, Area Colony, Bhopal, Madhya Pradesh-462016, E-mail: sgmrhbrpl@gmail.com and Shri Upendra Malik, B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida- 201315 (UP), E-mail: upendra.malik@gmail.com have been appointed as an Independent External Monitor (IEM) by the owner.
- 1.2 The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact. Self-declaration in this regard is also to be submitted as per Proforma appended as **Annexure-VIII** herewith.
- 1.3 The parties shall sign the Contract Agreement as per the format appended as **Annexure-I** herewith within 28 days from the date of issue of Contract Order. The Contractor shall be provided with one signed original Contract Agreement. The expenses of completing and stamping the agreement shall be borne by the Contractor. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with four (4) true copies of Contract agreement within fifteen (15) days after signing of Contract.
- 1.4 ~~All the Contract Labour / Workers engaged by the contractor under R & M / Service contracts in an establishment of NHPC shall enter into an agreement / settlement with the respective Contractors as per format appended as Annexure-II; before the contractor enter into the contract / agreement with the NHPC limited for execution of the awarded work; that they are accepting the wages, rate, terms & conditions of NHPC notified vide Part I Office Order No. 60 dated 31.08.2023. They also undertake that they will not resort to any strike, unfair labour practices or otherwise to unproductive/ hamper / sabotage / slow down etc. the activity / work / services of the company/ projects / power stations / units. The copy of the said Agreement shall be witnessed by two independent witnesses in presence of duly authorised representative of establishment of NHPC Limited. A copy of which shall be sent to concerned labour authorities for registering the same in records.~~

2.0 PRICES AND TAXES & DUTIES:

- 2.1 Prices shall be Firm and inclusive of all cost of labour, insurance, EPF charges, spares and T&P emergency stock, all Consumables & materials and all applicable taxes & duties including those assessed on the Employer. The Contract unit rates shall also be, after taking into account the Input Tax Credit (ITC) and other benefits.
- 2.2 Taxes, duties and levies, as applicable twenty-eight (28) days prior to deadline for submission of bids, shall be applicable & accordingly bidder shall quote "Total contract price" in its financial bid at GeM Portal.
- 2.3 All taxes & duties as per clause 2.2 above shall be paid / reimbursed against proper invoice as per rules and other relevant documents if any and restricted to the total amount of Taxes & Duties mentioned in Price Breakup i.e. Schedule of Quantities & Prices (Section-III) subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by NHPC.
TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.
- 2.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.
- 2.5 ~~The rates of minimum wages for different categories of workers shall be as notified by the Central Government as applicable twenty eight (28) days prior to deadline for submission of bids. If there is any revision of minimum wages by the Government during the currency of the Contract, the Contractor is entitled for reimbursement towards the incremental changes in Minimum wages proportionate to the manpower deployment from the effective date of revision against specific request from the Contractor with documentary evidence.~~
- 2.6 ~~Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Schedule of Quantity & Prices shall be inclusive of all such statutory obligations as applicable.~~
- 2.7 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Schedule of Quantities & Prices and the Employer shall not be liable in any manner whatsoever therefore.
- 2.8 Invoices and other documents submitted by contractor for payment under Interim Payment Certificate/Final payment certificate, or any other payment under the contract shall be in accordance with the GST Law.
The contractor shall furnish a certificate along with Interim Payment Certificate/Final payment certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

3.0 CONTRACT PERIOD:

The Contract shall be valid for a period of **(30) Days** from the date of commencement of the work. The Contractor shall take over and commence the work as per Contract Order. If the Contractor commits default in the commencement of work within 10 days of issue of Contract Order, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Earnest Money / Performance Security.

4.0 COMPENSATION: - As per Section-II

- 4.1 ~~The Contractor shall ensure timely attending of complaints, rectification of faults within reasonable time period or the period specified by the Engineer in charge, in case of emergency. Any delay on account of contractor/ service personnel, negligence will result as imposing of compensation @ ₹...../ day. as per clause of Section III, Special Condition of Contract and the same shall be recoverable from the bill.~~
- 4.2 ~~Any GST liability on account of Liquidated damage shall be borne by the Contractor.~~

4.3 ~~The Contractor shall provide the minimum staff [...mention the no. of staff...] for the work otherwise recovery shall be made from the Monthly bills at the rate as follows:-~~

i. ~~For Skilled – ₹ _____.00 per day per head.~~

ii. ~~For Semi Skilled – ₹ _____.00 per day per head.~~

iii. ~~For Unskilled – ₹ _____.00 per day per head.~~

iv. ~~For Highly skilled – ₹ _____.00 per day per head~~

5.0 PERFORMANCE SECURITY / SECURITY DEPOSIT:

Within 28 days of receipt of 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-III** herewith for an amount equal to 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 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 encash 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 05% 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 to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of Beneficiary:	NIMOO BAZGO POWER STATION, NHPC LIMITED
Account No:	10942145055
IFSC Code:	SBIN0001365
Address of the Bank:	State Bank of India Branch –Leh (01365)

6.0 WARRANTEE:

During the period of the contract, if the Contractor fails to rectify any defect pointed out to him the same shall be got done by NHPC at the risk and cost of Contractor and recovered from the Security Deposit or any other amount payable to the Contractor. For non-performance of certain items or unsatisfactory performance, penalty shall be levied on pro-rata basis as decided by Engineer In-charge. The penalty leviable from the Contractor for such non performance shall not be higher than the amount equivalent to which would have become payable to the Contractor by NHPC had the work been executed by the Contractor as per schedule.

In case of any damage or loss on account of acts of commission or omissions of the Contractor, the same shall be compensated by the Contractor or else shall be recovered from available payment or any monies payable to the Contractor.

7.0 TERMINATION:

7.1 If the work is found to be unsatisfactory during the execution of the contract or the Contractor commits default in any of the terms and conditions of the contract, NHPC reserves the rights to terminate the contract and can get the work done by another agency at the risk and cost of the Contractor.

~~7.2 Additional clause for Annual Maintenance Contracts of Generating Units of Power House for a period of two (2) years~~

~~7.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in full or part thereof in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor referring to the specific clause:~~

- ~~a) If the contractor fails or refuses to execute contractual obligation or any part thereof in the manner specified in program of performance that gives reasonable assurance to the Employer that the Contractor can attain completion of Work/ Services as per time schedule or extension thereof, within 14 days after serving notice of default.~~
- ~~b) If the performance is assessed to be good in reference to quality and time schedule then the Contractor will continue to carry out maintenance in 2nd year also as per Terms & conditions of Contract. If the performance is assessed to be not good in reference to quality and time schedule, then the Engineer In Charge has the liberty to terminate the contract giving reasonable reasons.~~
- ~~c) In the circumstances as at 7.2.1 b) above, Engineer In Charge shall take suitable action as under:
 - ~~i) Performance Bank Guarantee/ Security Deposit of the Contractor shall be forfeited~~
 - ~~ii) To go for fresh tender for finalization of 2 years contract (covering 2nd year and next 1 year) debarring the defaulting contractor for participation in this fresh tender.~~~~

~~7.2.2 The Contractor is entitled to be paid the due amount attributable as per Payment Terms at the time of termination. Any sums due to the Employer from the Contractor, accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.~~

~~7.2.3 The Contractor/Service provider shall have no claim of compensation for any loss suffered by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract.~~

~~7.2.4 Termination of the Contract as provided for above, shall not prejudice or affect the rights of the Employer which may have accrued upto the date of such termination.~~

~~7.2.5 All decisions/actions of the Employer under this clause, as aforesaid, shall be conclusive and binding on the Contractor.~~

8.0 INSPECTION:

All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open to the inspection and supervision of the Engineer in Charge or his authorized representatives.

9.0 ENGINEER-IN-CHARGE AND HIS DECISION:

Head of Project, / Head of Division, NHPC LTD., Nimoo Bazgo Power Station, Leh or his authorized representative shall be the Engineer-In-Charge of the aforesaid contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer-in- Charge, except as herein otherwise provided.

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

10.0 QUANTITY VARIATION:

During the execution of the contract, the Employer reserves the right to increase or decrease the original quantities of item without any change in unit price or other terms & conditions. In case items for which rates are not available in the Schedule of Quantities & Prices, the rates of such items shall be paid at the analyzed rate based on actual input to be provided by the Contractor.

11.0 PAYING AUTHORITY:

Sr. Manager (Finance), Nimoo Bazgo Power Station, NHPC LTD.

12.0 CONTRACTOR'S RESPONSIBILITY:

- 12.1 Contractor shall ensure that all the labours appointed by him are paid minimum wages as fixed by the Centre Government in terms of Minimum wages act and other statutory requirements. The Contractor including its Sub-contractor shall ensure that the payment is being made to contract workers through bank. The Contractor including its Sub-contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.
- 12.2 The Contractor shall be liable to make payment to all his employees and shall comply with labour laws. If NHPC were held liable as Principal Employer to pay contribution, in respect of the employees of the Contractor, then the latter would compensate NHPC with amounts of such contributions so paid by the NHPC. Further, if the payment to their workers is not made by the Contractor, the same shall be paid by NHPC by deducting the amount from the running bills/ any monies payable to the Contractor with overhead charges of 10%.
- 12.3 The Contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Labourers, payment vouchers, Attendance Register, Leave, and Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the Contractor shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.
- 12.4 The Contractor shall clearly inform the labour that working in NHPC premises will not entitle them for any job in NHPC in future.
- 12.5 The Contractor shall submit and maintain proof for remittance of PF account & other statutory payments made towards the labours engaged for the work.
- 12.6 All the workers engaged by the Contractor are subjected to Security check while entering and leaving the premises.
- 12.7 The Contractor will be responsible for the good conduct of his employees. In case of any misconduct or misbehavior of his employees' suitable action shall be taken as per the directions of Engineer In-charge.
- 12.8 The Contractor or his authorized supervisor/ engineer will come regularly to site to ensure that the work is being performed following all Rules, Regulations and Acts as specified in clause 3.0 above. Besides above, necessary coordination, taking instruction from Dept. and supervision of the work shall also be the responsibility of the Contractor.
- 12.9 The Contractor shall maintain spares and T&P emergency stock in NHPC premises for which space on demand may be provided.
- 12.10 The Contractor should ensure that labour should wear uniforms, badges, shoes and safety and security items during their duty hours. Also the Contractor service personnel must have valid company identity cards for identification purpose.
- 12.11 The Contractor shall also provide the mobile no. / telephone no. to contact the service personnel.

- 12.12 All consumable and material used by Contractor shall be of standard brand as approved by Engineer in Charge.
- 12.13 The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.
- 12.14 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 12.15 In the event of any injury, disability or death of any employees in or about the work employed by the Contractor, the Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Employee's Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a employee and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Employee's Compensation Act, 1923, for any injury, disability or death of a employee by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfillment of the said decree, award or orders.
- 12.16 The Contractor shall furnish to the Engineer-In-charge, a copy of the License obtained under Contract Labour (Regulation & Abolition) Act, 1970 for employing contract labour in NHPC. To obtain License, NHPC shall issue a certificate in Form V.
- 12.17 **COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:**
- 12.17.1 During continuance of the Contract, the Contractor and his Sub-contractor(s) shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall also comply with the laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights. The Contractor shall keep the Principal Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Principal Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Principal Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Principal Employer.

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

Salient features of some of the major labour laws that are applicable to construction industry including amendments (if any) are given below.

(i) Employee Compensation Act 1923 as amended

The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.

(ii) Payment of Gratuity Act 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPs-95.

The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:

(a) Pension or family pension on retirement or death as the case may be.

(b) Deposit linked insurance on the death in harness of the worker.

(c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 Amended)

The Act provides for leave and some other benefits to women employees.

(v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.

The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer (the Employer) and recover the same from the Contractor from any amount/monies due to him. The principal Employer (the Employer) is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of Contractor or Principal Employer (the Employer) if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Rate of Minimum Wages notified by the appropriate Government as per provisions of the Act.

(vii) Payment of Wages Act 1936 (Amended)

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(ix) Payment of Bonus Act 1965 and any further amendments thereof.

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing Rs. 21,000/- P.M. or less. The bonus to be paid to employees getting Rs. 7,000/- P.M. or the minimum wages for the scheduled employments as fixed by the appropriate Govt. whichever is higher. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not

apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.

(x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

(xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workmen and Employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The interstate migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess @ 1% of the cost of construction as may be notified by the Government. The Employer (the Contractor) to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

(xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

(xviii) Employees' State Insurance Act, 1948:

The Act provides for certain benefits to employees in case of sickness, Maternity and Employment injury and for certain other matter in relation thereto.

The compliance of the labour laws / acts shall be along with amendments (if any) of the respective acts.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The definition of “**Principal Employer**” for this clause shall be as per Contract Labour (Regulation and Abolition) Act 1970.

- 12.17.2 The Contractor shall be responsible to secure compliance with all central & state Government laws as well as rules, regulations, bye laws and others of the local authorities and statutory bodies as may be in force from time to time as applicable. The Contractor shall also be responsible for giving the required notice to any statutory or local bodies as required by law and obtain all requisite licenses as applicable to him under the contract. The Contractor at all times shall indemnify the Employer against all claims, damages or compensation, any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 12.18 The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.

12.19 Social Accountability 8000 Compliance:

The Contractor shall comply with all the requirements of SA 8000:2001 and maintain appropriate records in support thereof, and produce for inspection by NHPC representatives as and when called for.

- 12.20 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.
- 12.21 The Contractor including its Sub-contractor shall have the registration with EPFO and ESIC. Further all the workers deployed by Contractors or Sub-contractors shall be members of Provident Fund and should be given the Universal Account Number (UAN). The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer- in-Charge to the Contractor on actual basis on production of documentary evidence.

The reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

The Contractor including its Sub-contractor shall ensure that the payment is being made to contract workers through bank. The Contractor including its Sub- contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.

In addition to above, the Contractor including its Sub-contractor shall also submit the Bank account nos. of the contract workers in which the salary is deposited by the Contractor including its Sub-contractor. The Contractor including its Sub- contractor as proof shall submit along with other documents pursuant to Clause 25, the account statement in respect of salary paid to the contract workers for the month prior to the month in which the Contractor submits Running account bill.

The Engineer-in-Charge or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor fails to produce the proof of payment made by him or his Sub-contractor to the contract workers deployed by him or his Sub-contractor and the statutory compliance. The Contractor shall in no case withhold the payments due to their employees for any reasons whatsoever including that on account of non-clearance of its bill by the Engineer-in-Charge or his authorized representative.

13.0 SAFETY:

The work shall be carried out strictly adhering to all the safety norms as per NHPC Safety Rules and therefore Contractor shall have to ensure safety of all the labourers engaged by them while working.

The Contractor shall provide & make all necessary gadgets/arrangements for safety of his employees. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his employees or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the Contractor. The insurance charges of the employees shall be borne by the Contractor.

Protective equipment like safety shoes, safety helmets, gloves etc. shall be supplied by the Contractor to the labour and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or Engineer in Charge should be contacted before entering the electrically charged areas.

The Contractor shall be responsible for safety of all employees employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

14.0 INSURANCE

The Contractor shall take the ESIC. In case ESIC is not available, then Medclaim insurance policy or any other policy as applicable for his workers engaged for the works and shall submit the proof of the policy to the Engineer-in-charge before commencing the work.

All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

15.0 SUBLETTING OF CONTRACT

The Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the Engineer-in-Charge or Employer, sublet or transfer other than for minor details, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

16.0 CONTRACTOR'S SUPERVISION:

The Contractor shall appoint at his own expense adequate number of supervisors/ engineers with sufficient experience to supervise the Works.

The Contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in-Charge to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

17.0 REMOVAL OF CONTRACTOR'S MEN:

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any persons employed by the Contractor on the execution of the

works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The Contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer in charge. Any person so removed shall be replaced immediately.

18.0 ECOLOGICAL BALANCE:

During the course of work the Contractor shall ensure compliance to Ecological balance under various regulations and acts in vogue including following:-

1. Environment Protection Act 1986
2. The Water (Prevention and control of Pollution) Act, 1974
3. Air (Prevention and control of Pollution) Act 1981

19.0 FORCE MAJEURE:

19.1 The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

- 19.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions as under:
- i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.
 - ii) Provided, however, in an eventuality as mentioned in sub-clause 19.2 (i) above, the following provisions shall also have effect:
 - (a) The Contractor shall, as may be directed in writing by the Engineer-in- Charge proceed with the completion of the works under and in accordance with the Contract; and
 - (b) The Contractor shall, as may be directed in writing by the Engineer-in- Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's T&P, Equipment, Material etc, to the Employer's stores. The cost of such re- execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the

Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

- 19.3 Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 23.

20.0 SUSPENSION OF WORKS:

- 20.1 The Contractor shall on the order of the Engineer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-charge. If such suspension is:

- (a) Provided for in the Contract, or
- (b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or
- (c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

- 20.2 If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the Contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

21.0 FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

- 21.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

- 21.2 The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

22.0 TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the

Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

23.0 TIME FOR COMPLETION AND EXTENSIONS:

23.1 Time for Completion allowed for execution of the Works is as specified in clause 3.0 of these conditions.

23.2 However, if the work is delayed on account of:

- i) Delay in handing over of site to the Contractor; or
- ii) Increase in the quantity of work to be done under the contract; or
- iii) Suspension of work; or
- iv) "Force Majeure" or
- v) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. **No extension in time on account of rains shall be admissible.** The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for Security Deposit and Insurance Policy(ies). Provided further that such extension is not caused by increase in Contract Price of Works.

23.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time suo motto.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in-Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless the Contractor has;

- a) within 14 days after such event has first arisen notified the Engineer and
- b) within 28 days or such other reasonable time as may be agreed by the Engineer-in-charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

24.0 COMPLETION CERTIFICATE:

24.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in clause 3.0 and terms and conditions mentioned in clause-23. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract

and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

- 24.2 No certificate of completion shall be issued as stipulated under 24.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

25.0 PAYMENT ON ACCOUNT:

- 25.1 Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- 25.2 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be withheld/deductable or recoverable in terms of the Contract.
- 25.3 Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-charge.
- 25.4 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 25.5 In case of disputed items for which payment has been withheld, the Engineer-in-charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer-in-charge. After receipt of such clarifications / modifications and acceptance thereof by the Engineer-in-charge payment on receipt of such disputed items shall be released within 30 days thereafter.
- 25.6 Statutory taxes like Income Tax, Goods and Service Tax (GST), BOCW Cess etc. as applicable in the State shall be deducted from payment.
- 25.7 Subject to Sub clause 12.21 of Conditions of Contract, the EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis.

Further, the reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also

comply and furnish the document in respect of statutory returns of EPF like F- 6A and F-3A in respect of Contractor's Employees engaged in the Contract.

25.8 Trade Receivables Discounting system (TReDS):

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

26.0 PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

27.0 OVER PAYMENT AND UNDER PAYMENT:

- 27.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the Contractor from the Employer or from his security deposit, or he shall pay the claim on demand.
- 27.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 28.0 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 27.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.
- 27.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 27.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.

~~The sum of money so withheld or retained under this clause by the Engineer in Charge or Employer will be kept withheld or retained as such by the Engineer in Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 28 hereof, or by the competent court.~~

28.0 SETTLEMENT OF DISPUTES

28.1 Amicable Settlement

28.1.1 If any dispute arises between the Employer and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably. ~~Any dispute, in respect of which the Employer and the Contractor have failed to reach at an amicable settlement pursuant to GCC Clause 28.1.1, shall be finally settled by reference to arbitration as per Clause 28.2.~~

28.2 Arbitration

~~28.2.1 Except as otherwise provided in clause 28.1 above, hereinbefore, all questions, dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Employer, in relation to or in connection with the Contract shall be referred for arbitration in the manner provided as under:~~

~~28.2.2 Any dispute or difference what so ever arise between the Parties and of or relating to the construction, interpretation, application, meaning, scope, operation /or effect of this Contract or validity of the breach thereof, shall after written notice by either Party to the other be referred for adjudication and such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof, as set forth below:~~

- ~~(i) The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India).~~
- ~~(ii) If one of the parties fail to appoint its arbitrator in pursuance of sub clause (i) and (ii) above, within 30 days after receipt of the notice of appointment of its arbitrator by the other party, then the President of Institution of Engineers (India) shall appoint the arbitrator. A certified copy of the order of the President of Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.~~
- ~~(iii) The decision of the majority of arbitrators shall be final and binding upon both parties.~~
- ~~(iv) The fee payable to arbitrators shall be as per the model fee structure of NHPC, the present modal fee structure is placed at Annexure C. The fees include the sitting fee of arbitrators, reading fee, award writing fee and secretarial expenses etc. and nothing is payable other than this by whatsoever name called. The cost and expenses of Arbitration shall be borne in such a manner as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.~~
- ~~(v) The seat of Arbitration shall be at~~

~~The cumulative claims not exceeding 25% of the initial Contract Price can only be referred to arbitration and the claims above 25% of the initial Contract Price are to be referred to commercial court.~~

~~The court at shall have exclusive jurisdiction on the disputes arising out of the contract.~~

~~28.2.3 It is a term of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.~~

~~28.2.4 Notwithstanding any reference to the Arbitration herein,~~

- ~~(a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree~~
- ~~(b) the Employer shall pay to the Contractor any moneys due to the Contractor.~~
- ~~(c) the party invoking arbitration shall have to deposit a sum equal to 5% of the amount claimed under dispute with the other party at the time of invocation of arbitration clause. The amount of 5% should be deposited in Demand Draft / NEFT / RTGS and no other security such as bank Guarantee etc. will be accepted against this amount. The amount so deposited shall be adjusted against costs, if any, awarded by the Arbitral Tribunal against the claimant party and the balance remaining after such adjustment and in the absence of any such costs being awarded, the whole of the sum will be refunded to the party within one month from the date of the award. A simple interest @6% per annum shall be paid by the other party on the amount deposited by the party for referring the claim to arbitration.~~

~~In case of contract with another Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/ Organization(s) (excluding disputes related to Railways, Income Tax, Customs & Excise Departments), the above said clauses 28.2.1 to 28.2.4 shall stand deleted and the following Arbitration clause shall be applicable:-~~

- ~~i). In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Department/ Organization (excluding disputes related to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.~~
- ~~ii). Both the Employer and Contractor (CPSE/Government Department) shall refer the existing dispute(s) to the Arbitrator at the earliest.~~
- ~~iii). The arbitrator shall make a speaking award.~~
- ~~iv). The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute.~~

~~Note: This provision is applicable to disputes with Central PSEs/Port Trusts/ Government Department(s)/ Organization(s) excluding disputes related to Railways, Income Tax, Customs & Excise Departments) only.~~

~~28.3 However, any issue or matter relating to tendering stage including negotiations (if any) at that stage which has been mutually agreed and incorporated in the Contract shall not be subject to amicable settlement or arbitration.~~

~~28.4 Simple interest @6% per annum shall be payable on the awarded amount of the dispute/claim for the pre reference and pendente lite period.~~

29.0 General:

The Employer reserves to itself the right to take over the part or full contract from the Contractor after the award of the Contract or during the execution of Contract without assigning any reason.

30.0 Training of Apprentices

The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his Sub-contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 as amended in 2014 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

31.0 Employment of Skilled / Semi-skilled workers

The Contractor shall, at all stages of work, deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work.

The Contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the Contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of Contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by Contractor at the rate of Rs. 100 per such tradesmen per day. Decision of Engineer-in-Charge as to whether particular tradesmen possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender less than Rs. 5 crores.

AGREEMENT
(To be executed on non judicial stamp paper of appropriate)

This AGREEMENT is made on the _____ day of _____ between

(1) NHPC Ltd, a corporation incorporated under the laws of INDIA and having its registered office at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD -12003,HARYANA (hereinafter called" the Employer"), and which expression shall include its permitted successors and assigns.

and

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

"WHEREAS the Employer is desirous of executing the stated work and have invited enquiry vide ----- for the purpose of the said work.

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

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

- 1) Section-1 : Contract Order
- 2) Section-2 : Additional Terms & Condition (ATC)
- 3) Section-3 : Service Level Agreement (GeM-SLA)
- 4) Section-4 : General Terms and Conditions (GeM-GTC)
- 5) Section -5 : Any other documents forming part of the Contract

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

AND WHEREAS the Employer has accepted the tender of the Contractor and the execution of the said work for the sums as per Schedule of Quantities & prices contained in the Section-1 upon the terms and subject to the conditions hereinafter mentioned and more particularly described in Section 1 to 5 respectively which shall form Integral part of this Contract (hereinafter to be collectively referred to as "Contract Documents")

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

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

AND in consideration of the due provision and satisfactory supply, Installation, commissioning And completion of the said supply thereof as aforesaid, the Employer will pay to the Contractor the sums as per the schedule of prices contained in Section-1 or such other as may become payable to the Contractor under the provisions of this Contract, such payment to be time and in such manner as provided by Contract.

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

(For and on behalf of The Employer)

(For and on behalf of the Contractor)

In the presence of

In the presence of

1.

1.

2.

2.

FORM — H

MEMORANDUM OF SETTLEMENT UNDER SECTION 18 (1) OF INDUSTRIAL DISPUTES ACT, 1947 READ WITH RULE 58 OF INDUSTRIAL DISPUTES (CENTRAL) RULE 1957

SIGNED ON

_____ (Day) of _____ (Month) 2023

At _____ (Name
& Address of the PS/ Project/ Unit) _____

NAME OF THE PARTIES

Employer (Contractor)	Contract Workers / Labour

MEMORANDUM OF SETTLEMENT

- ~~1. COVERAGE — The Memorandum of settlement shall cover and be applicable to all the worker / labour of M/s. _____ (Contractor) drawing wage as per the minimum wage notified by the appropriate government, including those who join on later date to this settlement during the validity of the present R&M / Service Contract (details given hereunder) or extension thereof.~~
- ~~2. The M/s _____ (Contractor) has been _____ awarded Contract by _____ (name of the Power Station/Project/Unit) _____ vide _____ LOA No. _____ Dated _____ for execution of _____ (name of the work) _____ valid for the period from _____ to _____~~

(To be signed by both the parties on each page)

3. ~~Duration of Settlement:~~ From.....to.....and it includes any further period of extension of the ~~ibid~~ Contract.

4. ~~Wage & Financial Benefits:~~

(a) ~~Whereas, the wage, financial Benefits & other benefits for Contract Worker / Labour for in the establishment of NHPC limited has been notified vide NHPC Limited Office Order No 60/2023 Dated 31.08.2023 which includes Minimum Wage notified by Central Government, VDA, EPF, ESI/EC and Bonus, Gratuity, Leave Wage, National Holiday Wage, liversies, additional Insurance coverage over & above minimum wage.~~

(b) ~~In a conducive, friendly and harmonious environment on mutually agreed terms and conditions; the wages, financial and other benefits, etc notified by NHPC as above, we are accepting the wages, benefits, terms & conditions of NHPC notified vide Office Order No 60/2023 Dated 31.08.2023.~~

(c) ~~It is also undertaken that we will not resort to any strike, unfair labour practices or otherwise to unproductive/ hamper / sabotage / slow down, etc. the activity / work / services of the company/ projects / power stations / units.~~

5. ~~This agreement is full & final settlement of all the demands and issue for the purpose of wages, financial benefits or otherwise.~~

6. ~~Payments / recoveries of all other allowances, benefits, etc. and other statutory deduction, etc will continue to be made on the basis of the rules, terms & Conditions, as applicable.~~

7. ~~The Employer (Contractor) and the worker / Contract Labour agree to implement the Agreement earnestly in good faith.~~

(To be signed by both the parties on each page)



PERFORMANCE GUARANTEE FORM

Bank Guarantee

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

Bank Guarantee No.

Date

To,

NHPC Limited,
NHPC Office Complex,
Sector – 33, Faridabad, Haryana-121003
Unit: Nimoo Bazgo Power Station, Alchi, Leh (Ladakh)

Dear Sir,

In consideration of the **NHPC Limited, Sector-33, Faridabad** having one of its branch as **Nimoo Bazgo Power Station, Alchi, Leh (Ladakh)** (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 thisday of 20..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp) Staff No.
Full Address of Bank with Tel., Fax. No.

2.
(Signature)

.....
(Name)

.....
(Official Address)

Communication address of the Bank:

Name of the contact person :

Tel. No. :

Fax No. :

Email :

- Notes:** 1. (*) This sum shall be five percent (5%) of the Contract Price denominated in the types and proportions of currencies.
- (@) This date will be thirty (30) days beyond the Contract period as specified in the Contract. The Bank Guarantee shall be released after completion of job and upon certification by Engineer/ Officer -in-charge.
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 Employer in whose favour for which this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
 4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.



ANNEXURE-IV

Bank Guarantee in Lieu of Bid Security / Earnest Money Deposit (EMD)

Bank Guarantee

Date: _____

Name of Contract:.....

To:

NHPC Limited,
NHPC Office Complex,
Sector – 33, Faridabad, Haryana-121003
Unit: Nimoo Bazgo Power Station, Alchi, Leh (Ladakh)

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

KNOW ALL PERSONS by these present that WE *[name of bank]* of *[address of bank]* (hereinafter called “the Bank”), are bound unto **NHPC Limited, Sector-33, Faridabad** having one of its branch as **Nimoo Bazgo Power Station, Alchi, Leh (Ladakh)** (hereinafter called “the Employer”) in the sum of: *[amount]*, for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are the following:

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of bid validity specified by the Bidder. Or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) or defaults commitments under Integrity Pact Or
- (c) If the successful bidder fails to enter into Contract Agreement when required. Or
- (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security, in accordance with Conditions of Contract.

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

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



Notwithstanding anything contained herein above our liability under this Guarantee is limited to.....
(Rupees only) and our Guarantee shall remain in force until..... day of, 20 *@
unless a claim or demand under this Guarantee is made on us in writing, on or before, we shall
be discharged of all liabilities under this Guarantee thereafter.

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

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

.....
(Name)

.....
(Official Address)



Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

2.0 The following information should be invariable mentioned on the back side of the bank Guarantee:

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

*@ The date will be Ninety (90) days beyond the Bid validity period.

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



ANNEXURE-V

Undertaking by Bidder towards Anti-Profiteering Clause of GST Act / Rules

(To be submitted on letter head)

To,

M/s NHPC Ltd.

Nimoo Bazgo Power Station.

Sub.: GeM Bid no:.....

Dear Sir,

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

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

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

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid 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 Ltd.

Place: (Signature of Authorized Signatory of Bidder)

Date: Name:

Designation:

Seal:

[Format for declaration by the Bidder: MII Compliance]

Self Certification

(To be filled by the bidder on his letter head)

I/ We, M/s _____ (Name of Bidder) hereby certify that

- (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 **“Servicing of CG make 145 KV SF6 Circuit Breaker and 12 KV VCBs at Nimoo Bazgo Power Station”** is _____.%
- (c) The location where the local value addition is made for our offer for the work **“Servicing of CG make 145 KV SF6 Circuit Breaker and 12 KV VCBs at Nimoo Bazgo Power Station”** is as under:

NIMOO BAZGO POWER STATION

(Seal & Signature of Bidder)



(Annexure-VII)

[Format for declaration: Bidder Financial Standing]

Self Certification

(To be filled by the bidder on his letter head)

I/ We, M/s _____ (Name of Bidder) hereby certify we have not been declared bankrupt by any banking or money lending agency duly licensed by RBI and no proceedings as such for liquidation, court receivership has been initiated against my firm.

(Seal & Signature of Bidder)



ANNEXURE-VIII

(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 (Annexure-A) to Integrity Pact, ITB Clause 9.0 of Tender Document.

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.***

SECTION-II:

SPECIAL CONDITIONS OF CONTRACT

These conditions are to be read in conjunction with Conditions stipulated under Section-I of this ATC and in case of any discrepancy or conflict between the two, the provisions contained herein shall prevail.

NAME OF WORK: Servicing of CG make 145 KV SF6 Circuit Breaker and 12 KV VCBs at Nimoo Bazgo Power Station.

1. Scope of Work:

A: 145 KV SF6 CIRCUIT BREAKERS: The scope of work for these breakers shall include the below detailed activities.

- i. Inspection and Overhauling of Breaker Operating Mechanism of 07 SF6 Breakers. Replacement of mechanism, if necessary.
- ii. Checking of healthiness of Closing and Tripping coils of the 07 Breakers.
- iii. Checking and adjusting of Cam Roller gap & Roller surface finish.
- iv. Checking of Holding Latch & Rachel Wheel Teeth profile.
- v. Checking and adjusting Cam position.
- vi. Checking of shock absorber for general condition & oil leakage etc.
- vii. Wipe check for the breakers
- viii. Checking of gas filled compartments for healthiness and gas leakages etc.
- ix. Greasing of all moving & sliding parts as per recommendations of the OEM.
- x. Checking of Springs for compression & torsion as per recommendations of the OEM.
- xi. Overhauling/Repairing/Servicing of Poles including cleaning of Pole Contacts of 5 Breakers.
- xii. CRM of each Pole of all 07 Breakers.
- xiii. Breaker Operation Time measurement and adjustment, if needed.
- xiv. Checking and adjusting of Cam & Pawl position & Stopper ratchet wheel etc.
- xv. General inspection of all porcelain bushings for general condition and cracks etc.
- xvi. Recommissioning of the SF6 Breakers after overhauling and servicing.
- xvii. Recommending the list of Spares necessary for maintain the Breakers for next two years.
- xviii. Arranging and providing special tools and tackles, if any, needed for completion of the work.
- xix. Providing Vacuum Pump & SF6 Gas Handling Plant needed for the work on returnable basis.

B: 12KV VCBs (PANEL TYPE UNIVAC-3Nos): The scope of work for these breakers shall include the below detailed activities:

- i. Physical inspection of breakers after racking out from panel.
- ii. Functional check of springs and associated mechanism and correcting / adjusting the same.
- iii. Functional check of spring charging motors and various limit switches. If any of the limit switches are found faulty, the same have to be replaced.
- iv. Functional check of protection system, both electrical and mechanical, of the breakers.
- v. Functional Check of measuring instrument transformers like CTs & PTs.
- vi. Checking healthiness of closing and tripping circuits including operating coils and indications.

- vii. Checking healthiness of breaker contacts by measuring contact resistance.
- viii. Checking healthiness of vacuum bottles/chambers.
- ix. Checking closing and tripping time of the breakers and adjusting the same if found more than the recommended values.
- x. Testing both manual and electrical operation and rectifying the problems, if any.
- xi. Cleaning and lubrication of breaker operating mechanism.
- xii. Recommending list of spares needed to be stocked at site for smooth operation of the breakers

Note: Any other activity, which is not explicitly mentioned herein, but is necessary for successful recommissioning and safe and smooth operation of the SF6 Breakers shall also be deemed to part of in this scope of work. The contractor has to do the said work without any additional financial implication to NHPC.

- 2. **Bid Evaluation:** Bids will be evaluated on complete package basis.
- 3. **Prices:** The rates shall be firm and final. Any request for upward revision of the same shall not be entertained for any reason whatsoever.
- 4. **GST:** Shall be paid extra as applicable. However, the bidder must clearly mention the applicable rate of GST along with relevant SAC in their bid.
- 5. **Completion Period:** The work has to be completed within 30 days from the date of handing over site. Travelling time shall be in addition to completion time and will be restricted to one day in each direction. Arranging shutdown shall be responsibility of NHPC. NHPC shall inform the contractor about availability of site / shutdown at least 2 weeks in advance. If service engineer(s) remain idle at site due non availability of shutdown, the said duration shall be deemed as working time but will be restricted to maximum 2 days per person.
- 6. **Testing after Overhauling / Servicing:** All tests after Overhauling / Servicing of the Breakers shall be carried out in presence of NHPC representative. Test results shall be recorded in appropriate formats and signed by the Service Engineer(s) and a copy handed over to the EIC.
- 7. **Payment:** 100% Payment shall be released within 2 weeks from the date of completion of work and upon submission of documents like Tax Invoice, Service Report / MOM with Power Station representatives, No-Due Certificate and Completion Certificate issued by the EIC. The payment shall be made through electronic mode. Bank charges, if any, shall be to the contractor's account.
- 8. **Liquidated Damages:** Time being essence of the contract, the contractor is advised to make all out efforts to complete the work in stipulated time as provided in the contract. The contractor will depute Service Engineer(s) within 15 days of receipt of intimation from EIC to do so. Any delay on part of contractor to depute Service Engineer(s) to the site in time, without proper justification, shall attract LD charges. However, in case of cancellation of flights / trains due to any reason beyond control of the contractor, delay, if any, will not be considered while calculating applicable liquidated damages. If the work is not completed within the stipulated time, due to any reason attributable to the contractor; compensation for delay @ 0.035% per day of contract value shall be imposed subject to maximum 10% of the contract value. Srinagar-Leh road closure, if any, shall not be attributed to the contractor.
- 9. **Defect Liability Period:** - The defect liability period shall be a period of 12 months from the date of completion of work against poor workmanship. If any fault occurs in the overhauled / serviced Breakers during the defect



liability period, the contractor shall get the same repaired free of cost and within reasonable time as decided by the EIC.

10. **Safety at Site:** The contractor shall comply with all legal and statutory requirements regarding safety of men and material at site. The safety of manpower deployed by the contractor shall be sole responsibility of the contractor. The contractor shall buy Employee Compensation Insurance of suitable amount for its deployed for the work which shall cover all injuries – fatal or otherwise. In no case NHPC will accept liability of any accident at site during the execution of work.
11. **Site Conditions:** The proposed work is to be carried out in open AIS Switchyard of Power House of Nimoo Bazgo Power Station, Alchi, Leh Ladakh-194106. The site is located approximately 75 KM from Leh Airport on Leh Srinagar national highway (NH#1) near Alchi Village. The area is a cold desert and remains very cold during winters (November to February) where temperature can fall below -20°C. The site is well connected by road and air. However, road connectivity remains unreliable during December to February period depending upon snowfall in Zojila pass area connecting Ladakh region with Kashmir valley.
12. **Engineer-In-Charge:** - Shall be intimated at the time of award of the contract.
13. **Paying Authority:** - Senior Manager (Fin), NBPS, Alchi shall be the paying authority for the work.
14. **Facilities at Site:** NHPC shall provide following facilities, free of cost during the work:
 - a) Accommodation in Alchi Colony Guest House for the visiting team (maximum 2 rooms) subject to availability. Fooding charges shall be borne by the contractor.
 - b) Transportation from Leh Airport to NBPS Alchi and back and local conveyance at Power Station during working days.
 - c) Empty Cylinder and SF6 Gas, cleaning agents like CRC / Diesel, special arrangements at site, such as crane, wooden blocks, general tools etc.

SECTION-III

Schedule of Quantities & Prices

FOR REFERENCE ONLY (Amount not to be quoted here)

Name of Work: Servicing of CG make 145 KV SF6 Circuit Breaker and 12 KV VCBs at Nimoo Bazgo Power Station.

- (i) The bidders shall not quote rates in below format while submitting the bid at GeM portal, otherwise their bid shall be liable for rejection. Bidder has to quote "Total Contract Price" only in financial bid at GeM Portal.
- (ii) After opening of Price Bids, the L-1 Bidder may be asked to submit breakup of the quoted "Total Contract Price" amount as per format provided below, therefore bidders are advised to quote accordingly.

Item No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Service Charges of Expert Service Engineer	Man-Day	28		
2	Service Charges of Jr. Service Engineer	Man-Day	28		
3	Providing Vacuum Pump & SF6 Gas Handling Plant for recovery & refilling of SF6 Gas from Breakers on per Breaker basis	Nos.	5		
4	Travel time for Vacuum Pump & SF6 Gas Handling Plant	Day	16		
5	Driver Halting Charges	Day	30		
6	Travelling Charges for Service Engineers and Toll Charges for SF6 Gas handling plant vehicle. (By Air, Rail and Road travel & Taxi charges are admissible)	LS	2		
(A) Sub Total (Rs.)					
(B) Applicable amount of GST@ _ on (A) (Rs.)					
TOTAL AMOUNT - A+B (in Rupees)					

NOTE:

- The bidder has to quote for Total Contract Price (Inclusive of all taxes & duties) only against the estimated price and not for the individual items of this schedule of quantities & prices.
- The total awarded contract price shall be total contract price including all taxes and duties by the bidder. However, the price break-up for the awarded contract price shall be as mentioned in this schedule.
- The Bidder shall not upload above BOQ (Price Bid) with technical Bid. In case of disclosure of Price Bid information in technical bid, bidder shall be considered as technically non-responsive and his bid shall not be evaluated.



4. *It is hereby confirmed that, except as otherwise stipulated in the Tender document or the statutory variations permitted in the Contract, the above unit rates and other charges as mentioned in this Schedule, will remain firm till the closure of this contract.*

(Signature & Stamp of the Bidder)