

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-01-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-01-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Hydro Power
संगठन का नाम/Organisation Name	Nhpc Limited
कार्यालय का नाम/Office Name	Gujarat
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta 1000 MW
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>Hiring of Consultants - Milestone/Deliverable Based</li> </ul>
अनुबंध अवधि /Contract Period	1 Year(s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes   Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	4956000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	99000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	13

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

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

#### लाभार्थी /Beneficiary :

Group Senior Manager

NHPC Ltd.(Premises of Tavasya Venture Partners Pvt. Ltd.) Plot No : N-39, 1st Floor Front Side, Chandaka Industrial Estate, Patia, Bhubaneswar - 751024  
(Pradeep Kumar Patnaik)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within  $L-1+ 15\%$  of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within  $L-1+ 15\%$  of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1  
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**GEM Availability Report ( GAR):**[1766400247.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1766416399.pdf](#)

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1767788934.pdf](#)

**Instruction To Bidder:**[1767788950.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1767788972.pdf](#)

**Scope of Work:**[1767788982.pdf](#)

**Payment Terms:**[1767788995.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1767789023.pdf](#)

**Penalties:**[1767789045.pdf](#)

**Custom Bid For Services - Hiring Of Environmental Consultant For Carrying Out EIA/EMP Studies In Respect Of Pumped Storage Project Masinta 1000 MW ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta 1000 MW
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Pradeep Kumar Patnaik	751024,REGH Division, NHPC Limited, Tavasya Venture Partners (P) Ltd., Plot No. N-39, 1st Floor, front side, Chandaka Industrial Estate, Patia, Bhubaneswar	1	N/A

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

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



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



**CIN: L40101HR1975GOI032564**

**Name of Work: “Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta (1000 MW)”.**

**BID NO : GEM/2025/B/7031760**





# एनएचपीसी लिमिटेड

(भारत सरकार का उद्यम)

**NHPC LIMITED**

(A Government of India Enterprise)



**Pumped Storage Project Masinta,**

**Dist- Deogarh, Odisha**

Email: [re-bbsr@nhpc.nic.in](mailto:re-bbsr@nhpc.nic.in)

Premises of Tavasya Venture Partners Private Limited,  
Front Side- First Floor, Plot No- N/39,  
Chandaka Industrial estate, Patia, Bhubaneswar  
Odisha-751024

## **E-TENDER DOCUMENT**

FOR

**Name of Work: “Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta (1000 MW).”**

**Tender ID. : BID NO : GEM/2025/B/7031760**

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**SECTION-0**

**NOTICE INVITING TENDER**  
**(NIT)**



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

**Pumped Storage Project ,Masinta**  
**Distt - Deogarh, Odisha-768110**  
Email: re-bbsr@nhpc.nic.in

**SECTION-0: NOTICE INVITING E-TENDER (NIT)**

**(Domestic Open Competitive Bidding)**

Online electronic bids (e-tenders) under single stage-two cover system are invited on behalf of NHPC Limited (A Public Sector Enterprise of the Government of India) from domestic bidders registered in India on Open tender basis for

**“Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta (1000 MW)”.**

**Tender Specification No.: BID NO: GEM/2025/B/7031760**

Tender document can be viewed and downloaded from **GeM Portal** at <https://gem.gov.in/>.

The bid is to be submitted online only on **GeM Portal** up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.

**1.0 Brief Details & Critical Dates of Tender:**

**1.1 Brief Details of Tender:**

S. No.	Item	Description
(i)	Name of work	<b>“Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta (1000 MW).</b>
(ii)	Tender Specification No.	<b>BID NO: GEM/2025/B/7031760</b>
(iii)	Mode of tendering	<b>Custom Bid-Services on Gem Portal (Open Tender)</b>
(iv)	Tender ID/ GeM Bid Number	<b>BID NO: GEM/2025/B/7031760</b>
(v)	Cost of Bidding Document	<b>Nil</b>
(vi)	Estimated cost	<b>Rs.49,56,000/- (Including GST @18%)</b>
(vii)	EMD/Bid Security	<b>Rs.99,000.00 (Rupees Ninety Nine Thousand only)</b> <b>Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of Rs.99,000/-</b> in form of crossed demand draft (DD) in favour of “NHPC Limited, payable at Faridabad <del>or in the form of Bank Guarantee (BG) issued by an Indian nationalized bank or any scheduled bank of India. Bank guarantee shall be valid up to three months beyond the Bid validity period as per</del>



		<del>prescribed format at Section V, Form-1</del> OR valid Startup/MSEs Certificate towards Bid Security/ EMD as mentioned in Cl. No. 4.0 of ITB.
(viii)	Completion Period / Schedule	<b>12 (Twelve) Months</b>
(ix)	Required validity of Bid	120 days from the last date of online submission of Bids.
(x)	Independent External Monitor	Dr. Vinod Aggarwal, Sh. Prabhash Singh & Upendra Malik
(xi)	Tender Inviting Authority	Group Senior Manager (Electrical), Pumped Storage Project Masinta, Distt - Deogarh, Odisha. Tel/Mob: Email:re-bbsr@nhpc.nic.in
(xi ii)	<b>Language of Bid</b>	English
(xi v)	<b>Bid Currency</b>	Indian National Rupee (INR)

## 1.2 Critical Dates of Tender:

S. No.	Particulars	Date & Time
(i)	Publish date and time	<b>As per GeM Portal</b>
(ii)	Sale/ Document Download Start Date & Time	<b>As per GeM Portal</b>
(iii)	Sale/ Document Download End Date & Time	<b>As per GeM Portal</b>
(iv)	Online Bid Submission Start Date & Time	<b>As per GeM Portal</b>
(v)	Online Bid Submission End Date & Time	<b>As per GeM Portal</b>
(vi)	<del>Last date of submission of Cost of Bidding document and other offline supporting documents</del>	<b>As per S.No. (v) above (GeM Portal).</b>
(vii)	Bid Opening Date & Time i. Technical bid along with documents (Cover-I) ii. Price bid (Cover-II)	<b>As per GeM Portal</b>  To be intimated separately through GeM portal.

## 2.0 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite ~~Cost of bidding document~~ and Bid



Security Declaration (as per Instructions to Bidders (ITB) ~~Clause 3.0~~ & 4.0) shall not be considered for evaluation, except in case of exemption as per ~~Clause No. 3.2~~ & Clause No. 4.1 of ITB.

2.2 The bidders must fulfill the following minimum Qualifying Criteria:-

All Domestic bidders who are registered legal entity i.e. Firm/ Company/ Proprietary firm. In support, the bidder should submit notarized copy of Registration Certificate/ Certificate of Incorporation issued from the appropriate Govt. agency for Firm/ Company/ Proprietary firm. The Educational Institute/ Autonomous Body Controlled by Government having requisite experience MOEF&CC accreditation are also eligible to participate in the tender.

2.2.1 Qualification of the Bidder:

(I) The bidders who wish to submit their bids for the aforesaid work shall have to meet the Qualification Criteria given as hereunder:

- i) Environmental consultant/ consulting organization should have accreditation from MOEF&CC for conducting Environmental Studies (EIA/ EMP) for Environment Clearance of Category "A" (hydropower projects / Pumped Storage projects of  $\geq 50$  MW or irrigation project of  $\geq 10,000$  ha of culturable command area). as per scheme of accreditation & registration of MoEF & CC
- ii) The consultant/ consulting organization should have experience in providing consultancy services for EIA/EMP Studies and reports thereof as per three stage of EIA notification 2006 for grant of Environmental Clearance of public & Private Energy / Power Sector.
- iii) Experience of having successfully completed as above works during last 7 years (EIA/EMP studies assignments) ending last day of the month previous to the one in which applications are invited should be either of the following:
  - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost or
  - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost
  - c. One similar completed works each costing not less than the amount equal to 80% of the estimated cost

**Similar Work may be defined as " consultancy services for EIA / EMP Studies and reports thereof as per three stage of EIA notification 2006 for grant of Environmental Clearance of Public & Private Energy / Power sector "**

Environmental studies here would mean providing consultancy services for Environment Impact Assessment (EIA) studies and preparation of



Environmental Management Plans (EMP) as per the existing guidelines of MoEF&CC.

The applicant should submit notarized documentary evidence(s) in support of validity of accreditation by MOEF&CC and Letter of Award & Completion Certificate in support of experience.

- (iii) Average Annual Turnover during the last three financial years should be at least Rs. 14.87 Lakhs. In support, firms should furnish notarized copy of Audited accounts / Balance Sheet / Annual report for the last 3 financial years duly certified by the Statutory Auditor or Certificate from the Firm of Chartered Accountant stating the total turnover in each of last 3 financial years.

In case of Experience Certificate produced by the bidders for having executed works for Private Organization, TDS Certificates shall also be produced along with Experience Certificate(s).

**(b) Each bidder must also produce copy of the following with their bid:**

- (i) Documents as per the Checklist of Clause 15, ITB.
- ~~(ii)~~—PAN Card, GST Registration, EPF Registration and ESIC (If Applicable)
- ~~(iii) Demand Draft / Banker's Cheque / Notarized copy of valid relevant MSEs Certificate towards Cost of bidding document.~~
- (iv) Bid Security Declaration (as per Annexure-XIII) towards Bid Security as mentioned in Clause 4 of ITB.**
- (v) Documentary evidence (letter of award with BOQ & completion certificate) in support of Work Experience.
- (vi) Certificate of CA mentioning Financial Turnover of last 3 (Three) years. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past Three years shall be submitted to ascertain bidder's meeting the financial criteria.
- (vii) Power of Attorney along with a copy of the Board resolution (in case of Company). In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary and in case of a specific Power of Attorney, the original POA.
- (viii) Registration certificate /Trade Licence Certificate/ Enlistment certificate / Incorporation certificate in any Govt. deptt. / Statutory body / PSU shall be submitted.  
The Educational Institute/ Autonomous Body Controlled by Government having requisite experience & MOEF&CC accreditation are also eligible to participate in the tender.
- (ix) Such other certificates if any as defined in the ITB and SCC including documentary evidence in support of **MOEF&CC** registered Firm/Company.

- (c) To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to

meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents in clauses 2.2.1 I & 2.2.1 II (a) & (b) shall make the bid non-responsive.

- 2.2.2 All Startups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.R. 501(E) dt. 23.05.2017 are exempted from meeting the qualification criteria in respect of ~~Prior Experience~~-Prior Turnover subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per Annexure-VIII.
- 2.2.3 All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of ~~Prior Experience~~-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.
- 2.2.4 The reference date for considering the period for eligibility/ qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.
- 2.2.5 Each bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN), EPF Registration No. and ESIC Registration No.
- 2.2.6 **Public Procurement (Preference to make in India) Policy for Goods/Services/Works:**

**A) Limitations/Applicability**

- a) For procurement of all Goods/Services/Works having estimated value less than INR 200.00 Crores, no global tender shall be invited. In exceptional cases with specific reasons, global tenders for cases below INR 200.00 Crores can be invited subject to prior approval of concerned Ministry. The Competent Authority in such case, shall be the Secretary (Coordination), Cabinet Secretariat.
- b) The procurement of all Goods/Services/Works having estimated value upto INR 5.00 Lakhs is excluded from this Policy.

**B) Definitions.**

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

**Class-I Local supplier:** means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content equal to or more than 50%.

**Class-II Local supplier:** means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content more than 20% but less than 50%.

**Non-Local supplier:** means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content less than or equal to 20%.





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

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

### **C) Eligibility Criteria**

- a) For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.
- b) For procurement of Goods/Services/Works, not covered under C(a) above and having estimated value less than INR 200.00 Crores, where Global tender enquiry is not to be issued, both Class-I and Class-II local supplier shall be eligible to bid.
- c) In case Global tender enquiry is invited with the approval of Department of Expenditure for estimated value less than Rs. 200 crores, Non-local supplier shall also be eligible to bid alongwith Class-I and Class-II local supplier.

The above criteria shall be subject to compliance of following:

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

#### **D) Procedure for Purchase Preference**

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

#### **E) Verification of Local Content**

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



- b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
- 2.3 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[if applicable], ITB Clause 9.0. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.
- 2.4 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact as per Clause No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed [if applicable] as per Clause 9.0 of ITB.
- Pre-contract Integrity Pact [if applicable] 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 of obligation under the Integrity Pact, Dr. Vinod Aggarwal, Sh. Prabhash Singh and Shri Upendra Malik have been appointed as Independent External Monitor (IEM) by the Employer. The Contact addresses of IEM are as under:
- |  |  |  |
|--|--|--|
| Dr. Vinod Aggarwal<br>B-103, Sarvodaya Enclave,<br>II Floor, New Delhi-110017<br>E-mail:<br>iem.nhpc@gmail.com | Sh. Prabhash Singh<br>E7 M702,Housing Board<br>Colony,<br>Arera Colony, Bhopal<br>Madhya Pradesh-462016<br>E-mail:<br>iem.nhpc@gmail.com | Shri Upendra Malik<br>B-108, NSG Society<br>Plot-2, Pocket-6,<br>Builders area greater Noida<br>201315<br>E-mail:<br>upendra.malik@gmail.com |
|--|--|--|
- 2.5 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Annexure-X of Section-I).
- 2.6 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidders will submit duly notarized/duly attested requisite supporting documents and testimonials with their Bids to prove their



credentials and claim of meeting the Eligibility Criteria as per the Clause no: 15.0 (check list) of ITB.

- 3.0 The details/ information regarding online tendering i.e. Registration on GeM portal, Preparation of Bid and Submission of bid are available on GeM Portal at <https://gem.gov.in>.
- 4.0 NHPC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

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

Group Senior Manager (Elect) ,  
Pumped Storage Project Masinta ,  
Dist- Deogarh,  
Tel/Mob:8894342518  
Email:re-bbsr@nhpc.nic.in

**SECTION – I**

**INSTRUCTIONS TO BIDDERS  
(ITB)**



## **SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)**

### **1.0 INTRODUCTION**

- 1.1** NHPC Limited, a leading Public Sector Enterprise of the Government of India, hereinafter referred to as the “Employer” will receive bid for “ **Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta(1000 MW)**” as set-forth in the specifications. The bid will be received, opened and evaluated online in electronic form through **GeM Portal i.e. <https://gem.gov.in>**. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

The Tender Document comprises of documents listed below and addenda issued if any:

- i) Section-0-Notice Inviting Tender
- ii) Section-I- Instructions to Bidders (ITB),
- iii) Section-II- Forms and Schedules,
- iv) Section-III- General Conditions of Contract, Special Conditions of Contract, Form of Agreement & Performance Bank Guarantee Form and General Terms and Conditions (GTC) of GeM.
- v) Section-IV- Schedule of Quantity and Price

- 1.2** This section of the bidding document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Employer. It also provides information on online bid submission, opening, evaluation and contract award.

### **1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:**

The Bidders are required to submit soft copies of their bids electronically on the GeM Portal at **i.e. <https://gem.gov.in>**. The details/ information regarding online tendering i.e. Registration on GeM portal, Preparation of Bid and Submission of bid are available on GeM Portal at **<https://gem.gov.in>**.

#### **1.3.1 REGISTRATION:**

- (i) The details/ information regarding Registration on GeM portal are available on GeM Portal at <https://gem.gov.in>.

#### **1.3.2 PREPARATION OF BIDS:**

- (i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.



- (ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

### 1.3.3 SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.
- (i) ~~Bidder should prepare the Cost of bidding document/ EMD as per the instructions specified in the tender document. The original Cost of bidding document/ EMD should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT/ tender documents. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.~~

### 1.3.4 ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

*Helpdesk Number 1800-419-3436; 1800-102-3436 Email: helpdesk-gem[at]gov[dot]in*

## 2.0 Eligibility Criteria for Bidders - Same as per the NIT - Clause No. 2.

### 3.0 Cost of bidding document:

- 3.1 ~~Complete bid document can be viewed and downloaded from GeM Portal at <https://gem.gov.in/>. The bidder will be required to submit a non-refundable fee of **Rs. 590/-** (Rupees Five Hundred Ninety only) in the form of Bankers Cheque/Crossed Demand Draft in favour of **“NHPC Limited” payable at ‘SBI,Itanagar’** towards the cost of bidding document. The bidder shall fill the Cost of bidding document details online and submit DD to Tender Inviting Authority i.e. **“Sr. Manager(Contract), Masinta PSP ”** on or before the date as specified in NIT.~~
- 3.2 ~~Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration Certificate for the goods/ services are exempted from furnishing the cost of bidding document. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, for the goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~



~~**Note: Only those Micro & Small Enterprises (MSEs) will be given benefit, which has valid certificate for the services covered under this tender.**~~

- 3.3 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **4.0 Bid Security**

- 4.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of as given in NIT Clause 1.1(vii). Bid security / EMD to be deposited in the form of a Crossed Bank Draft in favour of NHPC Limited, payable at **payable at Faridabad.**

~~or in the form of a Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma, annexed as "Annexure-I" hereto, valid for a period not less than 90 days beyond the validity period of the tender. Failure to do so may prevent a tender from being considered.~~

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

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

Start-up as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the cost of Bid Security/ EMD. They should furnish with the bid a notarized/self attested copy of valid certificate of Recognition issued by DIPP.

Bidder shall also submit the requisite Bid Security Declaration in prescribed proforma as per **Annexure-XIII** appended hereto. Failure to do so may prevent a tender from being considered. Bidders shall communicate the following bank details of NHPC to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this Clause:

Credit Bank Account Number	10813608692
Beneficiary Name	NHPC Limited,
Credit Bank	State Bank of India
IFSC Code	SBIN0017313
Branch Address	5th Floor, Red fort Capital,





	Parsvanath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001
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- 4.2 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Employer, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto without the consent of the Employer in writing during the period of validity of his offer, the Employer shall **invoke the Bid Security Declaration** furnished by the bidder along with his offer.

In addition to this the bidder may at the discretion of the Employer, be debarred from bidding for a period as may be considered fit by the Employer, against any Bid that might be invited by the Employer in future. The Employer will also be within its rights to circulate the information, at its discretion to other prospective Employers about the bidder having withdrawn his offer within the validity period.

- 4.3 **Bids received unaccompanied by an acceptable Bid Security Declaration stated as above shall be rejected as being non-responsive.**
- 4.4 Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Conditions of Contract. Bid Security / EMD of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Bid security / EMD of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the account mentioned in **ECS Form (Annexure-VI)** through ECS mode.
- 4.5 The Bid Security Declaration may be invoked (Invocation of Bid Security Declaration shall be termed as forfeiture of Bid Security):
- (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) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0); or
  - (c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 11.7; or
  - (d) If the successful bidder having been notified of the acceptance of its Bid by the Employer during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or



- (e) 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.

5. The bidder shall prepare the bid and submit the bid online on “**Electronic Tendering system**” in following manner:

### **5.1 ONLINE SUBMISSION:**

#### **5.1.1 Cover-1: Techno-commercial bid:**

Online bids should be submitted containing scanned copy of following document in Cover-1:

- i) All Documents establishing conformity to the Eligibility Criteria as mentioned at Clause 2.0 of ITB.
- ii) Demand Draft/ Banker’s Cheque/ Notarized copy of valid relevant MSEs Certificate/ notarized copy of the valid Certificate of recognition issued by DIPP towards Bid Security/EMD.
- iii) Scanned Copy of Bid Security Declaration (Annexure-XIII of Section-I).
- iv) Pre-Contract Integrity Pact ~~if applicable~~.
- v) ECS Form (Annexure-VI).
- vi) Declaration regarding Insolvency and Bankruptcy code 2016, (Annexure- X of Section - I) as per clause no. 2.5 of ITB
- vii) Copy of PAN.
- viii) Details of Past Experience (Annexure-IV)
- ix) Bid Proforma (Annexure-V)
- x) Scanned copy of Power of Attorney along with authority of executants.
- xi) Scanned copy of EPF Registration No., GSTIN & ESIC Registration No.
- xii) Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006 along with notarized copy of certificate (Annexure-VIII).
- xiii) Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with notarized copy of certificate (Annexure-IX).
- xiv) Self - Declaration by the Bidder (Annexure-III, Section – I)
- xv) Undertaking by bidder towards Anti-profiteering clause of GST Act/Rules (Annexure-XI, Section - I)
- xvi) Documentary evidence (Letter of award with BOQ & completion certificate) in support of work Experience.
- xvii) Certificate of CA mentioning Financial Turnover of last 3 (Three) years. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor’s reports as the case may be for the past Three years shall be submitted to ascertain bidder’s meeting the financial criteria.



- xviii) Such other certificates if any as defined in the ITB and SCC including documentary evidence in support of **MOEF&CC** or **MOEF&CC** registered Firm/Company as per tender requirement are to be uploaded and attached with tender.

### 5.1.2 Cover-2: FINANCIAL BID (PRICE-BID)

The Financial Bid (Price Bid) shall be submitted in conformity with the tender specifications on the GeM portal only by the time & date as specified on GeM Portal.

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the Bidder, rate of such item(s) shall be treated as “0” (Zero) and considered included in the cost of the bid and no separate claim whatsoever will be entertained on this account.

Financial Bid shall be submitted in Electronic Form on the GeM portal by the date & time as specified in GeM Bid. Submission of the “Financial Bid” by any other means shall not be accepted by the Employer in any circumstances.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

## 5.2 OFFLINE SUBMISSIONS:

Hard copy of following supporting documents forming part of Techno-Commercial bids only shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification to “**Group Senior Manager (Elect), Pumped Storage Project Masinta, Dist-Deogarh, Odisha.**” on or before the due date & time of submission as per GeM GTC.

The scanned copy (ie) of all the offline documents (hard copies) are to be uploaded online on the portal along with the Bid as provided in ITB clause 5.1.

- i) DD/ Banker’s Cheque/ Notarized copy of valid relevant MSEs Certificate towards Bid Security/EMD.

In case of MSEs/Startups bidders only upload the scan Notarized copy of valid relevant MSEs/Startups Certificate towards Bid Security/EMD.

- ii) ~~Bid Security Declaration (Annexure-XIII of Section-I) towards Bid Security as per clause no. 4.0 of ITB.~~

- iii) ~~Power of Attorney along with authority of executants.~~

- iv) ~~Documentary evidence (Letter of award with BOQ & completion certificate) in support of work Experience.~~



- v) ~~Certificate of CA mentioning Financial Turnover of last 3 (Three) years. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past Three years shall be submitted to ascertain bidder's meeting the financial criteria.~~

**~~Hard copy of online documents, if desired by the Employer, shall be submitted by the bidder in due course of time.~~**

~~These envelope(s) shall not contain anything else. This part of bid should not contain any "Price information".~~

~~"Technical Bid or Techno-Commercial Bid". No price bid related information shall be mentioned in the Technical Bid.~~

**If any discrepancy is found between the Hard Copies of the offline documents viz. DD towards EMD Cost of bid document & scanned copy of same uploaded online then the online bid shall be liable for rejection.**

- 5.3 The online bid (Techno-commercial Bid and Price Bid) shall be submitted upto the due date & time indicated in the NIT or any extension thereof. Offline documents (as specified at Clause No. 5.2 above) in Physical Form shall be received by the Employer at the address specified in Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids or any extension thereof. In the event of the specified date for submission of Offline documents being declared a holiday for the Employer, the same will be received upto the appointed time on next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended, if any.
- 5.4 The Employer reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
- 5.5 The work covered by this Bid specification shall be executed strictly in accordance with the conditions specified in the "Conditions of Contract" and other conditions specified in various sections of this Bid document. Bidders are requested to submit their offer strictly in line with terms and conditions of tender specification, otherwise bid may be rejected. Bids silent regarding any of the terms or specifications shall be presumed to be confirming to the specifications and terms & conditions as stipulated in this Bid document.
- 5.6 The bidder shall quote their prices on "Firm" basis in all respects. The bidder shall ascertain the rate of all applicable taxes & duties and shall fill up price bid accordingly.
- 5.7 It is imperative for each bidder to satisfy himself completely of all local conditions, and the nature of the site. A Bidder shall be deemed to have full knowledge of the site [*whether he inspects or not*].
- 5.8 The Bidder should possess a valid PF or appropriate mediclaim policy / ESIC registration



number and Goods & Services Tax Identification Number (GSTIN) duly allotted by the concerned Authorities and shall furnish proof towards the same along with the bid.

- 5.9 The bidder should provide the PAN and a copy of PAN card issued by the Income tax department, contact / mobile & landline telephone numbers along with bids.
- 5.10 Price bid of bidders, whose techno-commercial bids are not considered acceptable to the Employer, will be archived unopened. The decision of the Employer is final and binding in this regard.
- 5.11 ~~The rates and prices quoted by the bidder shall be exclusive of EPF and ESI contribution in respect of this 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 on production of documentary evidence.~~  
~~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.~~
- 5.12 GST has been implemented by the Government w.e.f. 01.07.2017. The contractor, except for the supplies for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit etc. Undertaking in the prescribed format for passing on benefit of Input Tax Credit and compliance of Anti-profiteering Clause under Section-171 of CGST Act/SGST Act shall be submitted along with the bid (as per Annexure-XI).**
- 5.13 EMD: Any liability of GST arising out of forfeiture of EMD shall be borne by the contractor.**
- 6.0 Past Experience**  
The Bidder should fill the details of his past experience in the works covered under these specifications in the following Proforma and submit the same online as per **Annexure-IV** appended herewith.
- 7.0 Bid Proforma**  
The bidder should fill in the Bid Proforma appended as **Annexure-V** herewith and submit the same online.
- 8.0 ECS Form**  
Bidders are required to submit duly filled in ECS Form appended as **Annexure-VI** herewith and submit the same online.
- 9.0 INTEGRITY PACT [IF APPLICABLE]**  
To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is to implement a transparency pact.



The Pre-contract integrity pact, signed by all the prospective Bidders and the Employer shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Annexure-II) provided in the tender is a basic qualifying requirement.

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 of obligation under the Integrity Pact, Dr. Vinod Aggarwal, Sh. Prabhash Singh and Shri Upendra Malik have been appointed as Independent External Monitor (IEM) by the Employer. The Contact addresses of IEM are as under:

Dr. Vinod Aggarwal B-103, Sarvodaya Enclave, II Floor, New Delhi-110017 E-mail: iem.nhpc@gmail.com	Sh. Prabhash Singh E7 M702, Housing Board Colony, Arera Colony, Bhopal Madhya Pradesh-462016 E-mail: iem.nhpc@gmail.com	Shri Upendra Malik B-108, NSG Society Plot-2, Pocket-6, Builders area greater Noida 201315 E-mail: upendra.malik@gmail.com
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#### **10.0 Online opening of Bids by Employer:**

- 10.1 The Employer/ Authority inviting Tender will open the bids received at the time, date and place specified in the bid. Bidder(s) can view Bid opening event on the GeM portal <https://gem.gov.in> at their end.

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

- 10.2 Online Technical Bids (i.e. Part-I) shall be opened first.
- 10.3 Part-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per eligibility criteria, as well as techno-commercially responsiveness as per bid conditions, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 10.4 The Part-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified by GeM separately to all the eligible & techno-commercial responsive Bidder. Bidder(s) can view Bid opening event on the GeM portal <https://gem.gov.in> at their end



- 10.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened. The decision of the Employer will be final and binding in this regard
- 10.6 The Employer will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/offline documents being declared a holiday for the Employer, the opening shall be carried out at the specified time on the next working day.
- 10.7 Initially, the 'Techno-Commercial Bid' shall be opened and the 'Price Bid' of only those bidders whose Techno-Commercial bid is acceptable to the Employer shall be opened online subsequently.

#### **11.0 Evaluation of Bids**

- 11.1 The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order and conforms to all the terms, conditions and specifications of the bid documents without any deviations.

The Employer will, thereafter check and ascertain whether the bidder fulfills the Eligibility criteria and other requirements specified under ITB Clause 2.0. The Bids submitted by the Bidders who meet the Eligibility Criteria set under ITB Clause 2.0 shall only qualify for consideration and further technical evaluation by the Employer.

The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- 11.2 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservations.

A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.

The Employer may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, as per clause 11.1 of ITB.

Also, if any discrepancy is found between the Hard Copies of the offline documents viz. DD towards Cost of bid document & DD / BG towards Bid Security / EMD, Power of Attorney, and scanned copy of





same uploaded online, then the online bid may be liable for rejection.

- 11.3 During bid evaluation, the Employer may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 11.4 The bidder shall quote for all the items mentioned in the Price Bid. The evaluation of the bids shall be done based on the total prices as per Schedule of Quantities & Prices.
- 11.5 All applicable taxes, duties and levies as mentioned in Schedule of Quantities & Prices shall be considered for the purpose of evaluation of bids.
- 11.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid Price'. Bid prices quoted by Bidder shall remain unaltered.
- 11.7 **Arithmetical errors will be rectified on the following basis:**  
If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between subtotal and the total price, the unit or subtotal price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure of the unit rates, the unit rates in words will prevail. If bidder does not accept the correction of errors, its bid will be rejected and the Bid Security / EMD will be forfeited in accordance with ITB sub-clause 4.5.
- 12.0 Award Criteria & Employer's Right to accept any bid and to reject any or all Bids**
- 12.1 The Employer reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defence and security conditions, and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Bidder(s), who wish to seek reasons for such decision of cancellation/ rejection, shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.
- 12.2 The Employer shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.
- 12.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.
- 12.4 Subject to ITB Clause 12.1 and 12.2, the Employer shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract.
- 12.5 The Evaluated price arrived at in terms of clause 11.0 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total





price quoted by the Bidder as per 'price bid' or the evaluated price as per clause 11.0 of ITB shall be considered.

- 12.6 The parties shall sign the Contract Agreement (three sets in Original) within 28 days from the date of issue of Letter of Award. 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.

### **13.0 Corrupt, Fraudulent, Collusive or Coercive Practices**

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

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



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

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

#### **14.0 Information w.r.t. MSME Development Act '2006**

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

**~~a. Cost of bidding document:~~**

~~Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC)~~



~~or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration Certificate for the goods/ services are exempted from furnishing the Cost of bidding document. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favors, for the tendered goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~

**b. Bid security / EMD:**

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

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

Startups as recognized by Department of Industrial Policy and Promotion (DIPP) are also exempted from furnishing the Bid Security/EMD. They should furnish with the bid a notarized copy of the valid Certificate of recognition issued by DIPP.

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

**(c). Purchase Preference in favour of MSEs:**

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

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

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



MSEs shall be allowed to execute at least 25% of total tendered value. In case more than one such MSEs, the work will be shared proportionately (to tendered quantity).

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

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

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

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

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

#### 15.0 Check List (This Check List duly tick marked shall be submitted online)

Sl. No.	Document Required	Action required	Submitted Please tick (√)
1a)	Notarized copies of Documentary evidences in support of the qualification criteria as per ITB Clause No. 2.0.	To be uploaded online.	
b)	<b>Self declaration in original on Company's Letterhead:</b>		
	The bidder should not have been banned/de-listed/blacklisted/ de-barred from business or declared ineligible on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact[if applicable], ITB Clause no. 9.0 of tender document on Company's Letterhead as per format.	To be uploaded online.	

c)	<b>Integrity Pact as per Performa duly signed &amp; Stamped at each page. <del>if applicable</del></b>	To be uploaded online.	
2.	<b>Cost of Bidding Document</b>	<del>To be submitted in</del> To be submitted in hard copy and uploaded online.	
	(i) DD/BC amounting to <b>Rs. 590/-</b>		<b>(i)</b>
	Or		<b>Or</b>
	(ii) <del>Notarized copy of valid Certificate towards exemption of Cost of bid document.</del>		<b>(ii)</b>
3.	<b>EMD/Bid Security</b>	To be submitted in hard copy and uploaded online.	
	(i) <b>Bid Security Declaration (Annexure-XIII of Section-I) towards Bid Security as per clause no. 4.0 of ITB</b>		<b>(i)</b>
	<b>Or</b>		<b>Or</b>
	(ii) DD/BC towards EMD cost as per NIT		<b>(ii)</b>
	<b>Or</b>		<b>Or</b>
	(iii) Notarized copy of certificate towards exemption as per ITB		<b>(iii)</b>
4.	Power of Attorney along with authority of executants.	To be uploaded online.	
5.	ECS Form	To be uploaded online duly filled in.	
6.	PAN - Copy of PAN card	To be uploaded online	
7.	GSTIN - Copy of GST Registration No.	To be uploaded online	
8.	Declaration regarding Insolvency and Bankruptcy Code 2016, as per clause no. 2.5 of ITB (Annexure- X of Section-I).	To be uploaded online	
9.	Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-XI of Section- I)	To be uploaded online duly filled in.	
10.	Details of Past Experience	To be uploaded online duly filled in.	
11.	MSMED Declarations as per Performa	To be uploaded online duly filled in.	
12.	Bid Proforma	To be uploaded online duly filled in.	
13.	Declaration as per Annexure-IX of ITB	To be uploaded online	
14.	Declaration regarding availing the benefit under one category/status (i.e either MSEs or Startups) (Annexure-XII of Section-I)	To be uploaded online duly filled in	



15.	Documentary evidence (Letter of award with BOQ & completion certificate) in support of work Experience.	To be uploaded online.	
16.	Certificate of CA mentioning Financial Turnover of last 3 (Three) years. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past Three years shall be submitted to ascertain bidder's meeting the financial criteria.	To be uploaded online.	
17.	Annexure-III to Annexure-XIV of Section-I	To be uploaded online duly filled in	
18.	<b>Schedule of Quantities &amp; Prices i.e. Financial Bid (Price Bid)</b>	<b>To be filled online</b>	



**ANNEXURE-I**

**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 (India)*

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

KNOW ALL PERSONS by these present that WE *[name of bank]* of *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Employer]* (hereinafter called “the Employer”) in the sum of: *[amount]*, for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

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

THE CONDITIONS of this obligation are the following:

- (a) If the Bidder withdraws or modifies 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) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0). 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)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

2.....

(Signature)

.....

.....

(Name)

.....

(Official Address)

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

.....

*Communication address of the Bank*

*Name of the contact person*

*Tel. No.*

*Fax No.*

*Email:*

1. Bank Guarantee for Bid Guarantee in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.
2. 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**



## INFORMATION FOR BIDDERS (IFB)

1. NHPC Limited, a Govt. of India Enterprise, was incorporated in the year 1975 with an authorized share capital of Rs. 2,000 million and with an objective to plan, promote and organize an integrated and efficient development of hydroelectric power in all aspects. Later on NHPC expanded its objects to include development of power in all its aspects through conventional and non-conventional sources in India and abroad.

2. At present, NHPC is a Navratna company of the Govt. of India with an authorized share capital of Rs. 1,75,000 Million. NHPC is ranked as a premier organization in the country for development of hydropower. NHPC Limited presently has an installation base of 8247MW from 30 Hydropower stations/solar & wind on ownership basis including projects taken up in Joint Venture.

3. Pumped Storage Project Masinta Project (1000MW) has been recently been allotted to NHPC by GoO.

NHPC signed a Memorandum of Understanding (MOU) with GRIDCO (Govt. of Odisha) on 23.06.2023 for setting up at least 2000 MW Pumped Storage Schemes and 1000 MW or above Renewable Energy Projects (Ground Mounted Solar Projects/Floating Solar Projects). DPR preparation in respect of Masinta PSP (1000 MW), Deogarh Dist, Odisha is currently being under progress. Project is in the process of obtaining statutory clearances. The present scope of work in the tender involves "carrying out Environmental Impact Assessment studies and formulation of Environmental Management Plans (EIA & EMP) & reports thereof and any other reports / observation (s) desired by EAC for grant of Environment Clearance as per EIA Notification 2006 and subsequent amendments, along with the approved Terms of Reference issued by the MoEF & CC as mentioned in the Tender Documents; presentations before EAC and during public consultation process. This shall include any additional study (ies) / condition(s) imposed during the EC process by MoEF & CC and observations thereof."

### SITE SPECIFIC INFORMATION:

- i) Location: The project lies in Brahmani river basin near Deogarh District, Odisha. The upper reservoir is proposed near village Gurandikhole and the lower reservoir is proposed near village Masinta located at right bank of river Brahmani, which is about km from the district HQ Deogarh of in Odisha and lies at latitude & longitude 28° 6'45"N, 94°9'48"E.
- ii) Access to Site: The project HQ has been established at Deogarh which is about 230 km from the State Capital Bhubaneswar. And the nearest railhead is about 110 km which is at Angul/Rourkela from Project HQ. And the nearest airport Rourkela is 110 km, Jharsuguda Airport is 140 km and Bhubaneswar airport is 230 km from the project HQ..
- iii) Climatic conditions: The project area experiences heavy rainfall during rainy season. The average annual rainfall is about 1305 mm. The rainy season in the area is from May to Mid October. The maximum and minimum temperature is 47°C and 4°C respectively.
- iv) Power & Water availability: Water is available but Power supply is not available at the site.

Other information regarding Local facilities/ Amenities etc. at Deogarh can be explored through Internet Access.



## ANNEXURE-II

(To be filled and uploaded online)

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

### **(Format of Integrity Pact) PRE- CONTRACT INTEGRITY**

#### **PACT Between**

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for ----- (Name of the work/ goods/services) and the Bidder/Contractor is willing to offer against Bid No. -----

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

NOW, THEREFORE,

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

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

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

#### **1.0 Commitments of the Employer**

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

Bidder/Contractor in comparison to other Bidders/Contractors.

- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.
- 3.0 **Commitments of the Bidder(s)/Contractor(s)**

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



- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

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

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

#### 4.0 Previous Transgression

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

#### 5.0 Earnest Money (Security Deposit)

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

#### 6.0 Sanctions for Violations

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



Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

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

- 7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.
- 7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he I she will so inform CMD, NHPC and request NHPC Ltd. To discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his I her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest. In case of any conflict of interest arising at an later date, the IEM shall inform CMD, NHPC and recuse himself/herself from that case.
- 7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word 'Monitor' would include both singular and plural.

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

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

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

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

#### **10.0 Other Legal Actions**



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

## 11.0 Validity

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

For & On behalf of the Employer

For & On behalf of the Bidder/Contractor

Employer

Bidder

(Authorized Person)

Name of the Officer:

Name of the Person:

Designation:

Designation:

Place: \_\_\_\_\_

Place: \_\_\_\_\_

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

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

Witness

Witness

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

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

(Name and address)

(Name and address)

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

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



(Name and address)

(Name and address)

:



**Guidelines on Banning of Business Dealings**

**1.0 Introduction**

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

**2.0 Scope**

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

**3.0 Definitions**

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

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

- Appellate Authority: CMD/Concerned Director as the case may be

**c) For works awarded /under tendering from Corporate/Regional Offices/projects/Power Stations/Liaison Offices (falling in the competency of CGM and below)**

- Competent Authority in case of works awarded/under Tendering from Corporate Office/Regional office shall be CGM or GM of the concerned division as the case may be.
- Competent Authority: Head of the Unit not below the rank of General Manager
- Appellate Authority: Next higher Authority

- i) **“Investigating Committee”** shall mean a Committee appointed by Competent Authority to conduct investigation.

**4.0 Initiation of Suspension /Banning**

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

**5.0 Suspension of Business Dealings.**

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

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

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

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

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

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

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

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

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

## **7.0 Procedure for Banning of Business Dealings**

- 7.1 An Investigating Committee shall be constituted by the authority competent to ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
  - a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
  - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
  - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

- d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

#### **7.4 Show Cause Notice**

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at Appendix-II of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

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

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

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

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

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

#### **7.5 Speaking Order**

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

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

#### **7.6 Period of banning**

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implication for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which



the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

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

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

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

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

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

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

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

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

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



**7.8 Hosting at NHPC website**

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

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

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

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

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

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





## Appendix –I

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

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

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

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not



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

ii) **Banning of joint Venture:**

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

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

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

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

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

Yours faithfully,  
For & On behalf of NHPC.





**Appendix –II**

**(Format of Show Cause Notice)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

.....

Attn.: Shri .....

**Sub: Show Cause Notice**

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.



### Appendix –III

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To  
M/s .....

Attn.: Shri .....

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

Dear Sir,

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

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

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

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

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

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect . The order of Banning would operate for a period of .....years/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.



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

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

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

**ii) Banning of joint Venture:**

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

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

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

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

On expiry of the above period of Banning, you may approach.....(Indicate the



concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

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

Appellate Authority : .....Designation:

Address:.....

Ph .no.

e-mail :

Yours faithfully,  
For & On behalf of NHPC.



#### Appendix –IV

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

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

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.



**ANNEXURE-III**

*(To be filled and uploaded online)*

***(Format for declaration by the Bidder)***

**Self-Declaration by the Bidder**

I/We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby certify that I/We have not been banned/ de-listed/ black listed/ debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, 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.***

**ANNEXURE-IV**  
(to be filled and uploaded online)

**PAST EXPERIENCE**

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

Station: \_\_\_\_\_

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

For & on behalf of \_\_\_\_\_

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

(of the authorized representative of the bidder)

Official Seal of the Company:

**ANNEXURE-V**

*(to be filled and uploaded online)*

**BID PROFORMA**

Sl.No. Description of information Replies by the bidder

1. Name of the Firm/Company :

2. Complete address of Regd./HeadOffice

i) Postal :

ii) Telephone/Fax :

iii) E-mail :

3. Former name of the Firm/Company (if any)  
:

4. Type of the Firm/Company  
(Proprietary/ Partnership/Private Ltd.  
Co./Public Ltd. Co.)

5. Whether MSE or Start-up  
(tick in the appropriate box) :

MSE	Start-Up

6. Year and place established :

7. Are you registered with any: Government/  
Public Sector Undertaking(if yes, give  
Details) for work of similar nature covered  
under the specifications

8. Have your Company ever been :  
declared Bankrupt  
(if yes, give details)?

9. Validity period of tender, reckoned: 120days  
From the last date of online bid submission





10.

Whether furnished & filled all :  
Schedules/Annexure appended  
to the tender documents.

11. Goods & Services Tax Identification No.  
(GSTIN) :

12. EPF No. :

13. PAN :

14. HSN Code/ SAC (To be mentioned HSN/SAC Codes  
Against the items under Scope of Work  
as per BOQ)

Station:\_\_\_\_\_

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

For & on behalf of\_\_\_\_\_

Signature:\_\_\_\_\_

Name : \_\_\_\_\_

Designation:\_\_\_\_\_

(of the authorized representative of the  
bidder)

Official Seal of the Company:

**ANNEXURE-VI***(to be filled and uploaded online)***ECS-Form****NHPC Limited****ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)  
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**

1. BIDDER'S NAME : \_\_\_\_\_
- a) ADDRESS : \_\_\_\_\_  
\_\_\_\_\_
- b) Phone/Mobile No. : \_\_\_\_\_
2. PARTICULARS OF BANK ACCOUNT::
- a) BANK NAME : \_\_\_\_\_
- b) BRANCH NAME : \_\_\_\_\_
- c) ADDRESS : \_\_\_\_\_
- Telephone No. : \_\_\_\_\_
- d) IFSC CODE OF THE BANK : \_\_\_\_\_  
(For payment through RTGS)
- e) ACCOUNTTYPE : \_\_\_\_\_  
(S.B. Account/Current Account or/  
Cash Credit with code 10/11/13)
- f) ACCOUNT NUMBER : \_\_\_\_\_  
(As appearing on the Cheque Book)


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

(-----)

Date:

Signature of the Bidder

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

(Banks Stamp)

Date:

(-----)

Signature of the Authorized  
Official from the Bank



**ANNEXURE-VII**  
*(to be filled and uploaded online)*

**DECLARATION / UNDERTAKING under MSMED Act, 2006**  
**(As per guidelines issued by Ministry of MSME time to time)**

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

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

- B) I/We also confirm that We are MSEs owned by SC/ST Entrepreneurs **(Strike out if not applicable)**
- C) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

-----



**Annexure-VIII**  
*(to be filled and uploaded online)*

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

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

[ ] Applicable to us and our organization falls under the definition of Startups.

[ ] Not applicable to us and our organization does not fall under the definition of Startups.

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

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

**(Authorized Representative of Firm)**

**ANNEXURE-IX**  
(to be filled and uploaded online)

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

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

Signature & Seal of Bidder



**ANNEXURE-X**

*[to be filled and uploaded online (scanned copy)]*

*(Format for declaration by the Bidder)*

**“Self-Declaration by the Bidder”**

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

*(Seal & Signature of Bidder)*

*Note: This ‘Declaration’ should be on the letter head of Bidder.*



**Annexure-XI**

*[to be filled and uploaded online (scanned copy)]*

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

**(To be submitted on letter head)**

To,

M/s NHPC Ltd.  
-----

Sub.: Tender no.....

Dear Sir,

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

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

Accordingly, it is 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:**

**Date:**

**[Signature of Authorized Signatory of Bidder]**

**Name:**

**Designation:**

**Seal:**

\*\*\*\*\*



**ANNEXURE-XII**

*[to be filled and uploaded online (scanned copy)]*

**(Format for declaration by the Bidder)**

**“Self-Declaration by the Bidder”**

“It is hereby declared that the Bid ID No. \_\_\_\_\_ has been submitted by M/s \_\_\_\_\_ (Name of Bidder) against Tender Specification No. \_\_\_\_\_ as a \_\_\_\_\_ (MSEs/ Startups).

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

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

*Note: This ‘Declaration’ should be on the letter head of Bidder.*



[To be filled, submitted in hard copy and uploaded online].

(To be executed on Letter head of the Sole Bidder)

## Bid Security Declaration

No: .....

Date: .....

To

**General Manager(Elect)**

Pumped Storage Project Masinta,

NHPC Ltd.,

Distt. -Deogarh

Odisha 768110,

**Name of Contract:** Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta (1000 MW).

**GeM Bid Number:**

I, hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], shall not be withdrawn or varied during the period of validity i.e. not less than 120 (one hundred twenty) days from the date of opening of Techno-Commercial Bid.

I, on behalf of the bidder, \_\_\_\_\_ [Name of the bidder], also accept the fact that in case the bid is withdrawn or varied any terms & conditions in regard thereto during the period of bid validity, except as provided in ITB Clause 12 or in the case of a successful bidder, if we fail within the specified time limit to sign the Agreement or we fail to furnish the required performance security or if we adopt corrupt or collusive or coercive or fraudulent practices covered under ITB Clause or commit defaults under Integrity Pact , then \_\_\_\_\_ [Name of the bidder] will be suspended for participation in the tendering process for the works of NHPC Limited and its subsidiaries and works under other Centrally Sponsored Schemes, for a period of two year from the date of establishment of default of the bidder by NHPC.

Place:

(Signature of the Authorised Signatory)

Date:

Name:

Designation:

(Official-Seal):

*\*Bid Security Declaration should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of attorney to bind the Bidder. Power of Attorney in favour of this person to do so maybe enclosed with the bid.*



**ANNEXURE-XIV**

**Self-Certificate for Local Content**

Name of Work: -" Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta (1000 MW)"

We [*name of Manufacturer/Bidder*] hereby confirm, in respect of quoted item(s) for Schedules of Quantities & Prices of the subject tender, that Local Content is equal to or more than .....% and come under 'Supplier' Category.

The details of the location(s) at which the local value addition made is/are as under: 1.....  
2.....  
3.....

**Date:**

**Seal & Signature of the Bidder**

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

## FORM OF DECLARATION

M/s----- (name of Bidder) having its registered office  
at ----- (hereinafter referred to as 'the Bidder') having  
carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for  
“.....”, the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1)the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2)in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3)we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4)we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5)we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and

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

Dated: For and on behalf of the Bidder

(To be signed by Power of Attorney Holder)



## Annexure- XVI

### NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is executed at Faridabad (India) on \_\_\_\_ day of \_\_\_\_\_ 2021 between M/s .....

AND

**NHPC Limited**, a Company registered in and under the provision of the (Indian) Companies Act, 1956 (hereinafter referred to as "NHPC" which expression shall mean and include unless repugnant to the context, its successors, representatives and permitted assigns) having its registered office at NHPC Office Complex, Sector-33, Faridabad, Haryana 121003.

#### **WHEREAS:**

M/s ..... is engaged in the business of .....

**NHPC** is in the business of Hydropower Generation.

**NHPC** and M/s ..... are in the process of working out and negotiating a possible business relationship. During the course of the above negotiations and during the business relationship, **NHPC** and **M/s**..... may disclose to each other certain information which may be proprietary and/or of confidential nature as more particularly described below.

NOW THEREFORE in consideration of the mutual protection of Information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1. For purposes of Agreement, "Confidential Information" means, with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the present or potential business, operation or financial condition of or relating to the disclosing party (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public



(through an act or omission of the receiving party in violation of Agreement); (ii) is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the receiving party prior to its disclosure under Agreement; (iv) was or is independently developed by the receiving party without breach of Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case the party so required shall give the other party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other party's sole costs.

2. Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the information provided. The parties shall use the Confidential Information only for the limited purpose of the parties discussing the possibility of hiring of Cloud Video Conferencing service subscription and for the purposes of a future business relationship or agreement that may be entered into in this regard and for no other purpose whatsoever.

3. Each party agrees and undertakes that it shall not, without first obtaining the written consent of the other, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

4. The receiving party shall use the same degree of care and protection to protect the Confidential Information received by it from the disclosing party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

5. Each party warrants that it has the right to make the disclosures under Agreement. No other warranties are made by either party under Agreement and all information exchanged under Agreement is provided "as is". The disclosing party shall not be in any way responsible for any decisions or commitments made by receiving party in relying on the disclosing party's Confidential Information.



6. The parties agree to indemnify and keep indemnified each other against all loss and damage, which the disclosing party may suffer as a result of any breach of Agreement by the receiving party; provided always that the disclosing party shall forthwith give written notice to the receiving party of the above loss and damage and satisfactory documentary evidence of such actual loss and damage.
7. The parties agree that upon termination/expiry of Agreement or at any time during its currency, at the request of the disclosing party, the receiving party shall promptly deliver to the disclosing party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the receiving party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
8. Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the disclosing party.
9. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
10. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.
11. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act of 1996 for adjudication by three arbitrators. Each party shall appoint one arbitrator within 30 days and the two arbitrators so appointed shall appoint the third or the presiding arbitrator. If any party fails to appoint the arbitrator as aforesaid within 30 days, the other party shall have the right to appoint both the arbitrator. Arbitration shall be held in Delhi. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.
12. Agreement will be governed exclusively by the laws of India and subject to Clause 11 hereof, the principal Civil Court of original jurisdiction at Faridabad shall have exclusive jurisdiction under the Arbitration and Conciliation Act, 1996 as amended upto date, to the extent permitted and where so provided in the said Act.



13. The parties herein expressly agree that amount of stamp payable in respect of Agreement shall be borne by

M/s.....

14. Agreement shall not be amended, assigned or transferred by either party without the written consent of the other party.

15. Agreement shall remain valid for a period of one (1) year i.e. w.e.f. .... to ..... whose term may be extended by mutual consent in writing of both the parties. Agreement may be terminated by either party by giving thirty (30) day's notice in writing to the other party without assigning any reason whatsoever. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not and for a further period of two (2) year after termination / expiry of the Agreement.

16. Each party will bear its own costs in connection with the activities undertaken in connection with Agreement.

17. Nothing in Agreement is intended to confer any rights/remedies under or by reason of Agreement on any third party.

18. Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed Agreement as of the date and year written above.

For & on behalf of  
M/s .....

For & on behalf of  
NHPC LTD.

## **SECTION – II**

### **CONDITIONS OF CONTRACT**

- a) CONDITIONS OF CONTRACT**
- b) FORM OF AGREEMENT**
- c) PERFORMANCE BANK GUARANTEE FORM**





## SECTION – II: - CONDITIONS OF CONTRACT

**1.0 NAME OF WORK: “Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta (1000 MW)”.**

**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 mentioned in Price Bid i.e. Schedule of Quantities & Prices (Section-IV).

2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be paid/ reimbursed against proper invoice as per rules and other relevant documents, if any and restricted to the total amount of Taxes & Duties mentioned in Price Bid 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 12 **Months** from the date of commencement of the



work. The Contractor shall take over and commence the work within 10 days from the date of issue of Letter of Award and signing of Contract Agreement. If the Contractor commits default in the commencement of work within 10 days of issue of LOA, 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:**

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 @ as per clause of Section-III, Special Condition of Contract and the same shall be recoverable from the bill.

4.2 The Contractor shall provide the minimum staff for the work otherwise recovery shall be made from the Monthly bills @ 2 times the prevalent Minimum wage issued by Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi.

**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-A** herewith for an amount equal to **(5) 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 5% of the Contract Value.

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

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

Name of the beneficiary: NHPC Limited,  
Beneficiary Address: NHPC Office Complex, Sector-33, Faridabad, Haryana-121003  
Account No. : 10813608692  
Credit Bank: State Bank of India  
IFSC Code: SBIN0017313  
SWIFT Code: SBININBB824  
Branch Address: 5<sup>th</sup> Floor, Red fort Capital, Parsvanath Towers, Bhai Veer Singh Marg,  
Gole Market, New Delhi-110001



#### **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:**

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.

#### **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 of Pumped Storage Project Masinta, NHPC Ltd.** / Head of Division, NHPC LTD 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:**

DGM (Finance)/Sr.Manager(F ) Corporate Office Faridabad, 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 15%.
- 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 thereunder 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 thereunder, 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/EPF-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 there under, 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 Subcontractor 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 Subcontractor 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 Mediclaim 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 Contractors 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 therefrom 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, Work Contract Tax 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.

**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 over-payment 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 over-payment 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 over-payments 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 report to the competent court at Faridabad, Haryana.

### **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 as per Section-III Clauses 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 ₹ 5 crores.



## 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 Ltd.,**

Sector-33, Faridabad, Haryana -121003

Dear Sirs,

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

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

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





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

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

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

Dated this .....day of ..... 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 Six (06) months 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 Contractor) under 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.



**FORM OF AGREEMENT**  
(On Non Judicial stamp paper of appropriate value)

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- 121003, 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 ..... 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 form an integral part of this contract as shall if herein set out verbatim or if not attached as if here to attached.

- |                  |  |
|------------------|--|
| i) Section-I     | : Letter of Award                                  |
| ii) Section-II   | : Special Conditions of Contract                   |
| iii) Section-III | : Conditions of Contract                           |
| iv) Section - IV | : 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-I upon the terms and subject to the conditions hereinafter mentioned and more particularly described in Section I to IV 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 consideration of the payments to be made to the Contractor by the Employer as hereinafter mentioned, the Contractor shall duly provide the plant for the said works and shall do and perform all other works and things in the contract mentioned or described which are implied there from or herein respectively or may be reasonably necessary for the completion of the said work within and at the times and in the manner and subject to the terms & conditions and stipulations mentioned in the said contract document.

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

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



(For and on behalf of  
the Contractor)

In the presence of

1.

(For and on behalf of  
the Employer)

In the presence of

1.

\*\*\*\*\*

## **SECTION – III**

# **SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **SECTION-III:SPECIAL CONDITIONS OF CONTRACT (SCC)**

These Special Conditions of Contract shall be read and construed along with the General Conditions of Contract. In case of any conflict or inconsistency between Special Conditions of Contract and General Conditions of Contract, provisions of the Special Conditions of Contract contained herein shall prevail.

#### **1. SCOPE OF WORK:**

- i) EIA&EMP studies of Pumped Storage Project Masinta is required to be prepared keeping in view, based on the prescribed Standard Terms of Reference issued by MoEF & CC and any additional conditions / studies to be undertaken if communicated by MoEF&CC in the approved TOR during the course of studies for the purpose of obtaining Environmental Clearance of Pumped Storage Project Masinta (1000 MW), in accordance with the provisions of the Environmental Impact Assessment notification, 2006 and subsequent amendments thereof. Standard approved TOR is annexed (Annexure-A).
- ii) Two Seasons (Pre monsoon and Post monsoon) as per standard approved TOR baseline data of all the environmental attributes including biological, environment as mentioned in the standard approved TOR shall be collected for preparation of EIA/EMP report.
- iii) Requisite studies like simulation study for the E-flow shall also be undertaken.
- iv) CAT, Dam break analysis, Disaster Management Plan and Fisheries Management Plan be prepared along with other EMPs and submitted in the EIA/EMP report.
- v) The EIA report should also describe the cumulative environmental effects due to proximity to other existing or planned projects with effects, if any.
- vi) All the tasks including conducting public hearing shall be done as per the provisions of EIA Notification, 2006 and as amended from time to time. Public hearing issues raised and compliance of the same shall be incorporated in the EIA/EMP report in the relevant chapter.
- vii) An undertaking as part of the EIA report from project proponent, owning the contents (information and data) of the EIA report with the declaration about the



contents of EIA report pertaining to a project have not been copied from other EIA reports.

viii) Consolidated EIA/EMP report is to be submitted as per the generic structure (Appendix III & IIIA) given in EIA Notification, 2006.

ix) Conservation plan for the Scheduled I species, if any, in the project study area shall be prepared and submitted to the Competent Authority for approval.

x) Environmental matrix during construction and operational phase needs to be submitted.

xi) Both capital and recurring expenditure under EMP shall be submitted.

xii) Environmental Cost-benefit analysis.

xiii) All the documents should be properly indexed, page numbered.

xiv) The EIA/EMP report should contain the information in accordance with provisions & stipulations as given in the Standard approved ToR for Hydro Projects (Please visit the following link to download the Standard ToR. <http://environmentclearance.nic.in/writereaddata/standardtorreference.pdf>).

xv) Period/date of collection should be clearly indicated.

xvi) Authenticated English translation of all material provided in regional languages.

xvii) The contractor / consultant shall file application in PARIVESH 2.0 portal of MoEF&CC for obtaining Environmental Clearance and shall make presentation before Expert Appraisal Committee (EAC) of MoEF & CC for grant of Environmental Clearance (EC).

xviii) The Contractor / consultant shall prepare Catchment Area Treatment (CAT) Plan in consultation with State Forest Department for areas requiring treatment. After preparation & formulation of the CAT Plan, the same should be duly approved by the Competent Authority of State Forest Department before incorporating the same in the final report.

xix) EIA-EMP studies must be carried out as per ToR issued by MOEF&CC vide J-12011/40/2025-IA.I (R ) dt 24.11.25 and standard ToR dated 14.08.2023 of off stream-open loop project as advised by MOEF&CC.

xx) Consultant will be responsible to conduct all the studies as suggested in the



approved ToR dt 24.11.2025 of MOEF&CC.. as per Annexure-A

## 2. Additional Scope of work as per Standard approved TOR

- i) The consultant organization shall include a "Certificate" in EIA & EMP report regarding portion of EIA & EMP prepared by them and data provided by other organization(s) /laboratories including status of approval of such laboratories as per requirement of MoEF & CC.
- ii) The EIA & EMP Report must contain an Index showing details of compliance of all TOR conditions. The Index will comprise of page no. & other the details etc., vide which compliance of a specific TOR is available.
- iii) The consultant should prepare the presentation and attend the Public Hearing meeting conducted by SPCB for giving replies to the queries related to the EIA & EMP report. All issues discussed in Public Hearing/Consultation should be addressed and incorporated in the EIA & EMP Report.
- iv) The consultant will give presentation before authorities of NHPC/ State/Central Govt. including Expert Appraisal Committee (EAC) of MoEF & CC, and will take up any additional study(ies) within the scope of work or other demanded/prescribed by MoEF & CC during the process of Environment Clearance (EC).
- v) The data collected in each discipline/ head will be analyzed and presented in the forms of tables, charts, graphs, photographs, maps etc. and the discussion under each discipline/head shall be supported by data to establish baseline environmental scenario. Any parameter critical to the study will be identified and incorporated in the study.
- vi) All basic/raw data collected w.r.t flora, fauna, GPS coordinates of sites and other environmental parameter(s) over and above that included in the EIA & EMP report, will be provided by the consultant as and when asked by NHPC. The consultant should preserve all the data collected by him up to a period of five years after the date of submission of final EIA & EMP report.
- vii) EIA & EMP report shall be the sole property of NHPC. Any matter or content of this report shall not be published/ shared without prior permission or approval of NHPC.





- viii) The consultant has to make its own arrangement to obtain data from various Govt./Pvt agencies as may be required for completion of the study. However, an introductory letter from NHPC may be issued, if required.
- ix) After completion of the study the consultant shall submit a utilization certificate well in time in respect of the expenditure incurred on the study.
- x) In case of unperformed services/negative deviation, termination, foreclosure of work etc., the consultant shall refund the amount of advance paid by NHPC unconditionally for the portion of services not rendered by them due to premature termination.
- xi) The consultant shall provide a Geo-tagged map of project area carrying reservoir, TRT, HRT, Powerhouse, etc. as well as of study area.
- xii) Some of the details like general layout, salient features, topography, geological and seismo-tectonic set up, hydrological data etc. shall remain available with the client. The bidder may approach NHPC for data sharing. These data/information can be referred by the consultant for preparation of EIA/EMP study report. The consultant shall abide by the confidentiality of the above data. However, the available data/information doesn't limit the consultant to prepare EIA/EMP study report as per standard TOR.
- xiii) Consolidated EIA / EMP report is to be submitted as per the generic structure (Appendix III of EIA Notification 2006) incorporating information as per the Standard ToR, should be submitted to the State Pollution Control Board concerned for conducting Public Consultation, district wise, as per the previous stipulated in EIA notification, 2006. Public Hearing, which is a part of Public Consultation, shall be held district wise at the site or in its close proximity as prescribed in Appendix (IV) of EIA Notification 2006. The draft EIA /EMP report is to be submitted to SPCB sufficient before the expiry of the ToR validity so that necessary amendments in EIA / EMP can be undertaken based on public hearing and the same is to be submitted to MOEF&CC before expiry of validity.
- xiv) Funds allocation for Corporate Environment Responsibility (CER) shall be made as per O.M. No. 22- 65/2017-IA.III dated 01.05.2018 for various activities therein. The details of funds allocation and activities for CER shall be



incorporated in EIA/EMP report.

- xv) The EIA report should clearly mention activity wise EMP and CER cost details and should earmarked clear break-up of the capital and recurring cost along with the timeline for incurring the capital cost.
- xvi) Impact of developmental activity/project on the wildlife habitat, if any, within 10 km of the project boundary shall be studied.
- xvii) Base line data and public consultation shall not be older than 3 years, at the time of submission of the proposal, for grant of Environmental Clearance.
- xviii) Appropriate Biodiversity Conservation and Management plan for the Native, Rare & Endangered floral and faunal species getting affected due to the project shall be prepared.
- xix) Details of the name and number of posts to be engaged by the project proponent for implementation and monitoring of environmental parameters be specified in the EIA report.
- xx) The consultant involved in the preparation of EIA/EMP report after accreditation with Quality Council of India/National Accreditation Board of Education and Training ( MOEF&CC/ MOEF&CC) would need a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other organizations/laboratories including their status of approvals etc. Notification of the MoEF dated 19th July 2013.

Note: In view of the special condition of this Project, EAC might seek some additional studies/information/data to be carried out. This will be added in the condition, as and when be issued by the EAC, of MoEF & CC.

### 3. COMPLETION SCHEDULE

Total time period for submission of EIA & EMP studies report shall be 12 **(Twelve) months** from the date of issue of letter of award.

The total time period allotted for the submission of the Environmental Impact Assessment (EIA) and Environmental Management Plan (EMP) studies report shall be 12 (Twelve) months from the date of issuance of the Letter of Award. However, this timeline may be curtailed or extended depending on the requirement of data collection , as specified in the approved Terms of Reference



(ToR) by the Ministry of Environment, Forest and Climate Change (MoEF&CC). The final duration for completion period shall thus be determined in accordance with the seasonal data collection needs stipulated in the ToR.

An inception report will be submitted to NHPC within 30 days of issue of this letter of award of work for EIA & EMP studies which contain approach & methodology including formulation of screening checklist, work plan, time schedule and public & stake holders consultation plan for this assignment etc.

#### **4. LIQUIDATED DAMAGE**

If the Consultant fails to comply with the Time for completion for the whole of the Services within the stipulated time, then the Consultant shall pay to the client, 0.035% of Contract Price per day (Maximum 10% of Contract Price) of delay as liquidated damages for such default and not as a penalty. The Client may, without Prejudice to any other method of recovery, deduct the amount of such damages from any amounts due or to become due to the Consultant.

#### **5. GENERAL:**

- 5.1 Performance Guarantee shall not be released till Liquidated Damages, if any, is pending for recovery.

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

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

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

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



If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion-up to 12 months) or 60-days (for the contracts having time for completion – more than 12 months) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

- i) The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
- ii) The name of the contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC / Govt. of India.
- iii) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.
- iv) Award shall be summarily terminated.
- v) EMD/Bid security shall be forfeited.

Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time are required to be extended/renewed, and furnish these to the Engineer one month before the expiry date of the aforesaid Guarantees originally furnished; failing which the existing Bank Guarantees shall be invoked by the Engineer. Also, in case of any deficit in Bank Guarantees on any account as might occur or is noticed, the Contractor shall forthwith recoup / replace the same at his cost with acceptable Performance Security

- 5.2 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
- 5.3 This Contract shall come into effect on the date of issue of Letter of Acceptance or such other later date as may be stated in the Letter of Acceptance

## **6. EXTENSION OF TIME**

Time shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or Suspension of work as per direction of Client or failure of Client to fulfillment of its obligation and variation in Schedule of Quantity.

## **7. AGREEMENT**

The Consultant shall execute a Contract Agreement and sign the Integrity Pact (wherever applicable) with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in the state of Haryana in the format appended within 28 days from the date of issue of Letter of Acceptance.

## **8. NON- DISCLOSURE AGREEMENT**



Service provider shall sign immediately a Non-Disclosure Agreement (NDA) as per NHPC format enclosed at **Annexure- 'XVI'** after the issue of LOA/ Award and before commencement of work.

#### **9. Risk and Cost:**

If the agency does not work in full or part thereof at the stipulated time, the same will be got done by NHPC at the risk & cost of the agency

#### **10. Settlement of Dispute and Arbitration:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of this agreement arise between the Consultant and NHPC with regard to or in connection with this agreement, it shall be settled to the extent possible amicably between the Consultant and NHPC

#### **11. CONFIDENTIALITY:**

The resource persons and your organization would not disclose the contents of any documents or any confidential information acquired during the assignment unless express consent is taken from NHPC.

The Consultant shall ensure that his staff members & workers shall not be in a state of intoxication and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force. Awareness about local laws on this issue shall form part of the induction training by the Contractor

#### **12. MILESTONE AND TIME SCHEDULE**

Within 12 months from the issue of LOA (Letter of Award) or Letter of Acceptance and contractor has to submit timeline for achieving milestone. **The final duration/completion shall thus be determined in accordance with the seasonal data collection needs stipulated in the ToR.**

#### **13. SUBMISSION OF REPORT:**

The progress report of field work shall be submitted in every season after collection of data etc. required for the study along with photographs of the site as per approved TOR.

Two copies of the draft EIA & EMP reports should be submitted by the consultant after completion of the studies both in hard as well as soft form for perusal.

The final EIA&EMP report should be submitted by the consultant within 30 days of conduct of Public Hearing meeting, incorporating all issues discussed in Public Hearing/Consultation. The consultant should submit 35 (Thirty-five) copies of the final EIA & EMP report and it's Executive Summary (soft copy as well). The Executive Summary report should be Bilingual Hindi and English).

#### **14. TERMS AND SCHEDULE OF PAYMENT:**

The payment to the consultant will be made in installments as per the schedule given below:

Stage	Description	Payment of Quoted Amount
1	First installment of 20% after submission of season study report as per approved TOR.	20 %
2	Second installment of 20 % after submission of two copies of draft EIA & EMP report	20%
3	Third installment of 30% after the successful conduct of Public Hearing and subsequent addresses & incorporation of the issues discussed in the Public Hearing/Consultation in the EIA & EMP report.	30%
5	Fourth and Final installment of 30% after submission of final EIA & EMP along with Executive Summary report and after obtaining recommendations of EAC.	30%

The above remuneration includes all the cost related to carrying out the service, cost of transport for field surveys and boarding-lodging at the site & travel lodging, boarding or any other expenses for attending public hearing, meeting(s) with officials as per requirement of NHPC, printing of reports including overheads. TDS and banking charges, as applicable, shall be deducted from each payment released to the consultant for which certificate by NHPC shall be issued separately.

All payments shall be made in INR only. No payments shall be made in foreign currency. No additional amount shall be payable other than the details mentioned in "Schedule of Quantity & Price".

## 15. ENGINEER-IN-CHARGE:

**Head of Project of Pumped Storage Project Masinta, NHPC Ltd.** / Head of Division, NHPC LTD or his authorized representative shall be the Engineer-In-Charge, Masinta Pumped Storage Project shall be the Engineer-in-charge for the above work.

## 16. PAYING AUTHORITY: DGM(F) / Senior Manager(F), CO Faridabad



File No: J-12011/40/2025-IA.I(R)  
Government of India  
Ministry of Environment, Forest and Climate Change  
IA Division  
\*\*\*

Annexure - A



Dated: 24/11/2025



To,

Dr. Avinash Kumar  
M/s. NHPC LIMITED  
Loktak Power Station, Komkeirap, FARIDABAD, HARYANA, 121033  
hop-loktak@nhpc.nic.in

**Subject: Masinta Closed Loop Pumped Storage Project (1000 MW) in an area of 403.9 Ha located at Village Kadapada, Kantapali, Kulsra, etc, Sub District Barkot, District Deogarh, Odisha by M/s NHPC Limited - Terms of References (TOR) – reg.**

Sir/Madam,

This is in reference to your online application No. IA/OR/RIV/554313/2025, submitted on 07/11/2025 to this Ministry for the grant of Terms of Reference (ToR) for conducting EIA study under the provisions of the EIA Notification, 2006, and its subsequent amendments. The application pertains to the Masinta Closed Loop Pumped Storage Project (1000 MW) in an area of 403.9 Ha located at Village Kadapada, Kantapali, Kulsra, etc, Sub District Barkot, District Deogarh, Odisha by M/s NHPC Limited.

2. The particulars of the proposal are as below:

(i) TOR Identification No.	TO25A0000OR5956915N
(ii) File No.	J-12011/40/2025-IA.I(R)
(iii) Clearance Type	TOR
(iv) Category	A
(v) Project/Activity Included Schedule No.	1(c) River Valley/Irrigation projects
(vi) Sector	River Valley and Hydroelectric Projects
(vii) Name of Project	Masinta Pumped Storage Project
(viii) Name of Company/Organization	NHPC LIMITED
(ix) Location of Project (District, State)	DEOGARH, ODISHA
(x) Issuing Authority	MoEF&CC
(xi) Applicability of General Conditions	yes
(xii) Applicability of Specific Conditions	no



3. In view of the particulars given in Para 2 above, the project proposal, including Form-1 (Part A and B), was submitted to the Ministry for appraisal by the Expert Appraisal Committee (EAC) under the provisions of the EIA Notification, 2006, and its subsequent amendments.
4. The above-mentioned proposal was reviewed by the Expert Appraisal Committee (EAC) during its meeting held on 12.11.2025. The minutes of the meetings, along with all submitted application documents (including Form-1 Parts A and B), are available on the PARIVESH portal, which can be accessed by scanning the QR Code above.
5. The EAC based on the information submitted and as presented during the meeting, recommended the proposal for grant of Specific ToR issued by the Ministry for Open Loop Pumped Storage Projects vide OM dated 14.08.2023 for conducting EIA study for proposed construction of the project for Masinta Closed Loop Pumped Storage Project (1000 MW) in an area of 403.9 Ha located at Village Kadapada, Kantapali, Kulsra, etc, Sub District Barkot, District Deogarh, Odisha by M/s NHPC Limited, under the provisions of EIA Notification, 2006, as amended along with the additional/specific ToR (Annexure I).
6. The details of the project as per the information submitted by the Project Proponent are enclosed as Annexure (II)
7. The Ministry of Environment, Forest & Climate Change (MoEF&CC) has examined the proposal in accordance with the Environment Impact Assessment (EIA) Notification, 2006, and its subsequent amendments. After accepting the recommendations of the Expert Appraisal Committee (EAC), the Ministry has decided to grant Terms of Reference (ToR) for the proposal submitted by M/s NHPC Limited for Masinta Closed Loop Pumped Storage Project (1000 MW) in an area of 403.9 Ha located at Village Kadapada, Kantapali, Kulsra, etc, Sub District Barkot, District Deogarh, Odisha, under the provisions of the EIA Notification, 2006, and its amendments.
8. The Ministry reserves the right to stipulate additional conditions, if found necessary.
9. The Terms of Reference (ToR) granted to the aforementioned project are under the provisions of the EIA Notification, 2006. This does not tantamount to approvals, consents, or permissions that are required to be obtained under any other Act, Rule, or Regulation. The Project Proponent is obligated to obtain approvals and clearances under any other applicable Acts, Regulations, or Statutes for the project.
10. You are requested to kindly submit the final EIA/EMP, prepared as per the Terms of Reference (ToRs), to the Ministry for consideration of the proposal for environmental clearance within 5 years, as per the extant rules of the Ministry notified from time to time.
11. The consultants involved in the preparation of the EIA/EMP report, after accreditation with the Quality Council of India/National Accreditation Board of Education and Training (QCI/NABET), are required to include a certificate in this regard in the EIA/EMP reports. This certificate should also cover the data provided by other organizations/laboratories, including their status of approvals and other relevant information.
12. This issues with the approval of the Competent Authority.



**Copy To**

1. The Secretary, Ministry of Power, Sharm Shakti Bhawan, Rafi Marg, New Delhi 110 001.
2. The Chairman, Central Electricity Authority, Sewa Bhawan R.K. Puram, New Delhi - 110 066.
3. The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD Cum-Office Complex, East Arjun Nagar, Delhi - 110 032.
4. The Secretary, Department of Environment, Government of Odisha, Secretariat, Bhubaneswar
5. The DDG, Ministry of Environment, Forest and Climate Change, Integrated Regional Office, Bhubaneswar, A/3, Chandersekharpur, Bhubaneswar – 751023.
6. The Chairman, Odisha State Pollution Control Board, Parivesh Bhawan, A/118 Nilakantha Nagar, Unit-VIII, Bhubaneswar-751012.
7. The Chief Wildlife Warden, Govt. of Odisha, 5th Floor, BDA Apartments, Prakruti Bhawan, Nilakantha Nagar, Nayapalli, Bhubaneswar-751012.
8. Monitoring Division, Ministry of Environment, Forest and Climate Change, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi.
9. Guard File/Record File/Monitoring File/Website of MoEF&CC.

**Annexure 1****Specific Terms of Reference s for (River Valley/Irrigation Projects)****1. Miscellaneous:**

S. No	Terms of Reference
1.1	Both capital and recurring expenditure under EMP shall be submitted
1.2	Pre-DPR Chapters viz., Hydrology, Layout Map and Power Potential Studies duly appraised by CWC/CEA shall be submitted.
1.3	The PP should submit the photograph of monitoring stations & sampling locations. The photograph should bear the date, time, latitude & longitude of the monitoring station/sampling location. In addition to this PP should submit the original test reports and certificates of the labs which will analyze the samples.
1.4	Drone video of project site shall be recorded and to be submitted.
1.5	Detailed plan to restore wider roads and convert them into narrow up to 10m after construction of the project.
1.6	Specific Terms of Reference (ToRs) issued by the Ministry vide Office Memorandum No. F. No. IA3-22/33/2022-IA.III dated 14.08.2023 for Pumped storage projects shall be used for preparation of EIA/ EMP report.
1.7	As per Ministry's OM dated 1st August, 2013, PP shall submit application to obtain prior approval of Central Government under the Forest Conservation Act, 1980 for diversion of forest land required for such projects will be submitted as soon as the actual extent of forest land required for the project is known to the project proponent, and in any case, within 6 months of issuance of ToR. However, no proposal will be put up before EAC without submission of application for forest

S. No	Terms of Reference
	clearance, wherever applicable.

## 2. Disaster Management:

S. No	Terms of Reference
2.1	Impact of Project activities (specially blasting and drilling) on the aquatic and terrestrial ecosystem, within study area to be studied and be incorporated in EIA/EMP report.
2.2	The muck dumping sites shall be located with a distance of 100 mts from HFL. The PP shall submit the detailed action plan for transportation of muck along with monitoring mechanism of movement of muck carrying trucks.

## 3. Muck Management:

S. No	Terms of Reference
3.1	Details of quantity of muck generation component wise, types of muck (Excavation in tunnels, pressure shaft and powerhouse etc.) and disposal site/ transportation to be provided.
3.2	Details of muck management such as dumping sites and its locations, transportation plan along with monitoring mechanism for muck transportation, detailing the road map of project construction site/ indicating the distances from HFL, river, project construction site along with types of road etc.
3.3	Safety measures for avoiding spill over muck into the riverbed/streams and its flow into the river during the high discharge/ flood or monsoon period. Prepare plan for stabilization of muck disposal sites using biological and engineering measures to ensure that muck does not roll down the slopes and shall be disposed safely and that it does not pollute the natural streams and water bodies in surrounding area.
3.4	Restoration plan for construction area including dumping site of excavated materials by levelling, filling up of burrow pits, landscaping etc.

## 4. Socio-economic Study:

S. No	Terms of Reference
4.1	Declaration by the project proponent by way of affidavit that "No" Inter-state issue/ policy issue is involved with any State in the project.
4.2	All the tasks including conducting public hearing shall be done as per the provisions of EIA Notification, 2006 and as amended from time to time. A comparative chart of issues raised by General Public during Public Hearing and commitments made by the Project Proponent will be prepared and submitted in the relevant chapter of EIA/EMP report.
4.3	The EIA/EMP shall include a detailed socio-economic assessment of the tribal population in the project-affected area based on primary data and community consultations. A Tribal Development Plan, prepared in consultation with the District Administration and Tribal Welfare Department, shall

S. No	Terms of Reference
	be submitted along with the EIA report.
4.4	PP shall submit the credible documents to show the status of land acquisition w.r.t project site from/through the concerned State Government as required under Ministry's OM dated 7 <sup>th</sup> October, 2014 for the project land to be acquired.
4.5	Land acquired for the project shall be suitably compensated in accordance with the law of the land with the prevailing guidelines. Private land (if any) shall be acquired as per provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Budget earmarked for R&R, CSR shall not be included in the cost of EMP.

#### 5. Environmental Management And Biodiversity Conservation:

S. No	Terms of Reference
5.1	A detailed action plan for large scale plantation of native species of plant sapling within 10 km radius of the project shall be prepared in consultation with State Forest Department. The monitoring mechanism to ensure the survival of saplings shall be finalized in consultation with ICFRE.
5.2	The PP will submit 10 years water availability data certified by the CWC/State Water Resource Department for quantity of water that is received annually by the small stream on which lower reservoir is proposed to be constructed.
5.3	The inter-state issues (if applicable) of Rengali reservoir located in Brahmani river basin near Deogarh District, Odisha shall also be examined by the CWC.
5.4	The PP will submit a detailed plan and monitoring mechanism for releasing the self-catchment water of small stream draining in to river along with action plan for conservation and protection of other streams/rivulets draining in to upper and lower reservoirs.
5.5	Explore the possibilities for reducing the Forest land requirement. The application for obtaining Stage-I FC for 376.32 ha of forest land involved in the project shall be submitted within stipulated time.
5.6	Muck disposal site and other components such as Township, site office, Stacking area and batching plant shall be located outside the forest area.
5.7	Certificate and certified map from Chief Wildlife Warden shall be submitted mentioning that project boundary is not falling in any Ecological Sensitive Area, Wildlife Sanctuary/Tiger/elephant corridor/Critically polluted area within 10 km of Project site.
5.8	Transportation Plan for transporting construction materials shall be submitted. Separate chapter for risk assessment of such transportation through/within proposed the Wildlife Sanctuary shall be included in the EIA report.
5.9	Environmental Cost Benefit Analysis shall be done in terms of loss of Forest ecosystem due to diversion of Forest land/loss of biodiversity, water availability, water uses for generation of hydro power and Ecological flows.

S. No	Terms of Reference
5.10	The baseline data collection will cover the changes in biological and ecological profile of the region after monsoon with worst-case scenario study and critical mineral assessment.
5.11	Calculation and values of GHGs (CO <sub>2</sub> , CH <sub>4</sub> etc.) emissions during construction and during operation till the life of the project shall be estimated and submitted.
5.12	The longitudinal connectivity/Free flowing sketch be provided in the EIA/EMP report.
5.13	Quantitative values of Impact modelling of environmental parameters shall be submitted for during construction and operation. Also, mitigation measures shall be submitted in terms of construction and operation phase.
5.14	Conducting site-specific ecological study emphasizing on riverine ecology viz. fishes diversity, fish migration, habitat and aquatic biota due to construction PSP. Impact assessment on the fish diversity based on the hydrological alteration at the water drawing sources shall be studied.
5.15	In case any other project is present on the river, Cumulative Impact of projects in the basin on carrying capacity and sustainability of Reservoir/ River /nala of catchment area due to tapping of water for filling reservoir shall be studied.
5.16	Action plan for survival or diversion of the rivulets/stream, if any, leading to join river shall be submitted.
5.17	Impact zone decided prior to base line data generation and accordingly, sampling location shall be finalized. Baseline data as mentioned in Specific ToR shall be collected for preparation of EIA/ EMP report along with soil characteristics which shall be studied at minimum 10 locations. The ground water level at 10 locations shall be measured in project area in all three seasons.
5.18	A study shall be carried out on impact of project activity on the aquatic and terrestrial ecosystem, within project area classifying the impact zones (highly impact/low impact zone) based on seasonal variations and covering the aspects related to impacts on aquatic ecosystem/ primary productivity due to quantity of water to be lifted for power generation and thermal stratification. Accordingly, Environment Management plan shall be prepared.
5.19	Reservoir/ River banks protection plan all along the submergence need to be prepared and incorporated in EIA/ EMP.
5.20	Scope of watershed development in the 10 km radius of the project shall be studied in consultation with Indian Council of Agriculture Research (ICAR) Institutes/ Expert Govt. institutions and accordingly a detailed Water Shed Development Plan shall be prepared and incorporated in EIA/ EMP report.
5.21	Details of mineral zone, if any, in the study area, certified by Geological Survey of India or any other concerned Government Organization shall be submitted. The project area should not come up on any critical mineral zone, the same shall to be verified by GSI/NMDC.
5.22	Any archaeological sites in the vicinity of the project, if any, then it shall be certified by ASI.

**Standard Terms of Reference for (River Valley/Irrigation projects)**



## 1. Scope Of Eia Study

S. No	Terms of Reference
1.1	The EIA Report should identify the relevant environmental concerns and focus on potential impacts that may change due to the construction of proposed project. Based on the baseline data collected for three (3) seasons (Pre-monsoon, Monsoon and Winter seasons), the status of the existing environment in the area and capacity to bear the impact on this should be analysed. Based on this analysis, the mitigation measures for minimizing the impact shall be suggested in the EIA/EMP study.

## 2. Details Of The Project And Site

S. No	Terms of Reference
2.1	General introduction about the proposed project.
2.2	Details of Project and site giving L-Sections of all U/S and D/S Projects with all relevant maps and figures. Connect such information as to establish the total length of interference of Natural River and the committed unrestricted release from the site of Dam/Barrage into the main river.
2.3	A map of boundary of the project site giving details of protected areas in the vicinity of 25 km of project location.
2.4	Location details on a map of the project area with contours indicating main project features. The project layout shall be superimposed on a contour map of ground elevation showing main project features (viz. location of dam, Head works, main canal, branch canals, quarrying etc.) shall be depicted in a scaled map.
2.5	Layout details and map of the project along with contours with project components clearly marked with proper scale maps of at least 1:50,000 scale and printed at least on A3 scale for clarity.
2.6	Existence of National Park, Sanctuary, Biosphere Reserve etc. in the study area, if any, should be detailed and presented on a map with distinct distances from the project components.
2.7	Drainage pattern and map of the river catchment up to the proposed project site.
2.8	Delineation of critically degraded areas in the directly draining catchment on the basis of Silt Yield Index as per the methodology of Soil and Land use Survey of India.
2.9	Soil characteristics and map of the project area.
2.10	Geological and Seismo-tectonic details and maps of the area surrounding the proposed project site showing location of dam site and canal sites.
2.11	Remote Sensing studies, interpretation of satellite imagery, topographic sheets along with ground verification shall be used to develop the land use/land cover pattern of the study using overlaying mapping techniques viz. Geographic Information System (GIS), False Color Composite (FCC) generated from satellite data of project area.

S. No	Terms of Reference
2.12	Land details including forests, private and other land.
2.13	Demarcation of snow fed and rain fed areas for a realistic estimate of the water availability.
2.14	Different riverine habitats like rapids, pools, side pools and variations in the river substratum bedrocks, rocks, boulders, sand/silt or clay etc. need to be covered under the study

### 3. Description Of Environment And Baseline Data

S. No	Terms of Reference
3.1	To know the present status of environment in the area, baseline data with respect to environmental components air, water, noise, soil, land and biology & biodiversity (flora & fauna), wildlife, socioeconomic status etc. should be collected within 10 km radius of the main components of the project/site i.e. dam site and power house site. The air quality and noise are to be monitored at such locations which are environmentally & ecologically more sensitive in the study area. The baseline studies should be collected for 1 season (Preferably Monsoon season). Flora-Fauna in the catchment and command area should be documented. The study area should comprise of the following:
3.2	(i) Catchment area up to the dam/barrage site.
3.3	(ii) Submergence Area.
3.4	(iii) Project area or the direct impact area should comprise of area within 10 km radius of the main project components like dam, canals etc.
3.5	(iv) Downstream upto 10 km from the tip of the reservoir.

### 4. Details Of The Methodology

S. No	Terms of Reference
4.1	The methodology followed for collection of base line data along with details of number of samples and their locations in the map should be included. Study area should be demarcated properly on the appropriate scale map. Sampling sites should be depicted on map for each parameter with proper legends. For Forest Classification, Champion and Seth (1968) methodology should be followed.

### 5. Methodology For Collection Of Biodiversity Data

S. No	Terms of Reference
5.1	The number of sampling locations should be adequate to get a reasonable idea of the diversity and other attributes of flora and fauna. The guiding principles should be the size of the study area (larger area should have larger number of sampling locations) and inherent diversity at the location, as known from secondary sources (e.g. eastern Himalayan and low altitude sites should have a larger number of sampling locations owing to higher diversity).
5.2	The entire area should be divided in grids of 5kmX5km preferably on a GIS domain. There after

S. No	Terms of Reference
	<p>25% of the grids should be randomly selected for sampling of which half should be in the directly affected area (grids including project components such as reservoir, dam, powerhouse, tunnel, canal etc.) and the remaining in the rest of the area (areas of influence in 10 km radius from project components). At such chosen location, the size and number of sampling units (e.g. quadrates in case of flora/transects in case of fauna) must be decided by species area curves and the details of the same (graphs and cumulative number of species in a tabulated form) should be provided in the EIA report. Some of the grids on the edges may not be completely overlapping with the study area boundaries. However, these should be counted and considered for selecting 25% of the grids. The number of grids to be surveyed may come out as a decimal number (i.e. it has an integral and a fractional part) which should be rounded to the next whole number.</p>
5.3	<p>The conventional sampling is likely to miss the presence of rare, endangered and threatened (r.e.t.) species since they often occur in low densities and in case of faunal species are usually secretive in behaviour. Reaching the conclusion about the absence of such species in the study area based on such methodology is misleading. It is very important to document the status of such species owing to their high conservation value. Hence likely presence of such species should be ascertained from secondary sources by a proper literature survey for the said area including referring to field guides which are now available for many taxonomic groups in India. Even literature from studies/surveys in the larger landscapes which include the study area for the concerned project must be referred to, since most species from adjoining catchments is likely to be present in the catchments in question. In fact such literature from the entire state can be referred to. Once a listing of possible r.e.t. species from the said area is developed, species specific methodologies should be adopted to ascertain their presence in the study area which would be far more conclusive as compared to the conventional sampling. If the need be, modern methods like camera trapping can be resorted to, particularly for areas in the eastern Himalayas and for secretive/nocturnal species. A detailed listing of the literature referred to, for developing lists of r.e.t. species should be provided in the EIA reports. The conventional sampling is likely to miss the presence of rare, endangered and threatened (r.e.t.) species since they often occur in low densities and in case of faunal species are usually secretive in behaviour. Reaching the conclusion about the absence of such species in the study area based on such methodology is misleading. It is very important to document the status of such species owing to their high conservation value. Hence likely presence of such species should be ascertained from secondary sources by a proper literature survey for the said area including referring to field guides which are now available for many taxonomic groups in India. Even literature from studies/surveys in the larger landscapes which include the study area for the concerned project must be referred to, since most species from adjoining catchments is likely to be present in the catchments in question. In fact such literature from the entire state can be referred to. Once a listing of possible r.e.t. species from the said area is developed, species specific methodologies should be adopted to ascertain their presence in the study area which would be far more conclusive as compared to the conventional sampling. If the need be, modern methods like camera trapping can be resorted to, particularly for areas in the eastern Himalayas and for secretive/nocturnal species. A detailed listing of the literature referred to, for developing lists of r.e.t. species should be provided in the EIA reports.</p>
5.4	<p>The R.E.T. species referred to in this point should include species listed in Schedule I and II of Wildlife (Protection) Act, 1972 and those listed in the red data books (BSI, ZSI and IUCN).</p>

**6. Components Of The Eia Study: Various Aspects To Be Studied And Provided In The Eia/emp Report Are As Follows:**



S. No	Terms of Reference
6.1	No Data Found

#### 6.1. Physical And Chemical Environment

S. No	Terms of Reference
6.1.1	No Data Found

#### 6.1.1. Geological & Geophysical Aspects and seismo- Tectonics:

S. No	Terms of Reference
6.1.1. 1	Physical geography, Topography, Regional Geological aspects and structure of the Catchment.
6.1.1. 2	Tectonics, seismicity and history of past earthquakes in the area. A site specific study of the earthquake parameters will be done. The results of the site specific earthquake design shall be sent for approval of the NCSDP (National Committee of Seismic Design Parameters, Central water Commission, New Delhi for large dams.
6.1.1. 3	Landslide zone or area prone to landslide existing in the study area should be examined.
6.1.1. 4	Presence of important economic mineral deposit, if any.
6.1.1. 5	Justification for location & execution of the project in relation to structural components (dam /barrage height).
6.1.1. 6	Impact of project on geological environment.

#### 6.1.2. Meteorology, Air And Noise

S. No	Terms of Reference
6.1.2. 1	No Data Found
6.1.2. 2	Meteorology (viz. Temperature, Relative humidity, wind speed/direction etc.) to be collected from nearest IMD station.
6.1.2. 3	Ambient Air Quality with parameters viz. Suspended Particulate Matter (SPM), Respirable Suspended Particulate Matter (RSPM) i.e. suspended particulate materials < 10 microns, Sulphur dioxide (SO <sub>2</sub> ) and Oxides of Nitrogen (NO <sub>x</sub> ) in the study area at 5-6 Locations.
6.1.2. 4	Existing Noise Levels and traffic density in the study area at 5-6 Locations.

#### 6.1.3. Soil Characteristics

S. No	Terms of Reference
6.1.3. 1	No Data Found

S. No	Terms of Reference
6.1.3. 2	Soil classification, physical parameters (viz., texture, Porosity, Bulk Density and water holding capacity) and chemical parameters (viz. pH, electrical conductivity, magnesium, calcium, total alkalinity, chlorides, sodium, potassium, organic carbon, available potassium, available phosphorus, SAR, nitrogen and salinity, etc.) at @ one sample/ha of command area.

#### 6.1.4. Remote Sensing And Gis Studies:

S. No	Terms of Reference
6.1.4. 1	No Data Found
6.1.4. 2	(i) Generation of thematic maps viz, slope map, drainage map, soil map, land use and land cover map, etc. Based on these, thematic maps, an erosion intensity map should be prepared.

#### 6.1.5. Water Quality

S. No	Terms of Reference
6.1.5. 1	No Data Found
6.1.5. 2	History of the ground water table fluctuation in the study area.
6.1.5. 3	Water quality for both surface water and ground water for (i) Physical parameters (pH, temperature, electrical conductivity, TSS); (ii) Chemical parameters (Alkalinity, Hardness, BOD, COD, NO <sub>2</sub> , PO <sub>4</sub> , Cl, SO <sub>4</sub> , Na, K, Ca, Mg, Silica, Oil & Grease, phenolic compounds, residual sodium carbonate); (iii) Bacteriological parameter (MPN, Total coliform) and (iv) Heavy Metals (Pb, As, Hg, Cd, Cr-6, total Cr, Cu, Zn, Fe) (6 locations).
6.1.5. 4	Delineation of sub and micro-watersheds, their locations and extent based on the All India Soil and Land Use Survey of India (AISLUS), Department of Agriculture, Government of India. Erosion levels in each micro-watershed and prioritization of micro-watershed through silt yield index (SYI) method of AISLUS

#### 6.2. Water Environment & Hydrology

S. No	Terms of Reference
6.2.1	Hydro-Meteorology of the project viz. precipitation (snowfall, rainfall), temperature, relative humidity, etc. Hydro-meteorological studies in the catchment area should be established along-with real time telemetry and data acquisition system for inflows monitoring.
6.2.2	Run off, discharge, water availability for the project, sedimentation rate, etc.
6.2.3	Basin characteristics
6.2.4	Catastrophic events like cloud bursts and flash floods, if any, should be documented.
6.2.5	For estimation of Sedimentation Rate, direct sampling of river flow is to be done during the EIA study. The study should be conducted for minimum one year. Actual silt flow rate to be expressed in ha-m km <sup>2</sup> year <sup>-1</sup> .

S. No	Terms of Reference
6.2.6	Set up a G&D monitoring station and a few rain gauge stations in the catchment area for collecting data during the investigation.
6.2.7	Flow series, 10 daily with 90%, 75% and 50% dependable years discharges.
6.2.8	Information on the 10-daily flow basis for the 90 per cent dependable year the flow intercepted at the dam, the flow diverted to the power house and the spill comprising the environmental flow and additional flow towards downstream of the dam for the project may be given.
6.2.9	The minimum environmental flow shall be 20% of the flow of four consecutive lean months of 90% dependable year, 30% of the average monsoon flow. The flow for remaining months shall be in between 20-30%, depending on the site specific requirements. A site specific study shall be carried out by an expert organization.
6.2.10	Sedimentation data available with CWC may be used to find out the loss in storage over the years.
6.2.11	Hydrological studies/data as approved by CWC shall be utilized in the preparation of EIA/EMP report. Actual hydrological annual yield may also be given in the report. Sedimentation data available with CWC may be used to find out the loss in storage over the years.
6.2.12	A minimum of 1 km distance from the tip of the reservoir to the tail race tunnel should be maintained between upstream and downstream projects.

### 6.3. Biological Environment

S. No	Terms of Reference
6.3.1	Besides primary studies, review of secondary data/literature published for project area on flora & fauna including RET species shall be reported in EIA/EMP report.

#### 6.3.1. Flora

S. No	Terms of Reference
6.3.1. 1	No Data Found
6.3.1. 2	Characterization of forest types (as per Champion and Seth method) in the study area and extent of each forest type as per the Forest Working Plan.
6.3.1. 3	Documentation of all plant species i.e. Angiosperm, Gymnosperm, Pteridophytes, Bryophytes (all groups).
6.3.1. 4	General vegetation profile and floral diversity covering all groups of flora including lichens and orchids. A species wise list may be provided.
6.3.1. 5	Assessment of plant species with respect to dominance, density, frequency, abundance, diversity index, similarity index, importance value index (IVI) , Shannon Weiner index etc. of the species to be provided. Methodology used for calculating various diversity indices along with details of locations of quadrates, size of quadrates etc. to be reported within the study area in different ecosystems.

S. No	Terms of Reference
6.3.1. 6	Existence of National park, Sanctuary, Biosphere Reserve etc in the study area, if any, should be detailed.
6.3.1. 7	Economically important species like medicinal plants, timber, fuel wood etc.
6.3.1. 8	Details of endemic species found in the project area.
6.3.1. 9	Flora under RET categories should be documented using International Union for the Conservation of Nature and Natural Resources (IUCN) criteria and Botanical Survey of India's Red Data list along-with economic significance. Species diversity curve for RET species should be given.
6.3.1. 10	Cropping pattern and Horticultural Practices in the study area.

#### 6.3.2. Fauna

S. No	Terms of Reference
6.3.2. 1	No Data Found
6.3.2. 2	Fauna study and inventorisation should be carried out for all groups of animals in the study area. Their present status alongwith Schedule of the species.
6.3.2. 3	Documentation of fauna plankton (phyto and zooplankton), periphyton, benthos and fish should be done and analysed.
6.3.2. 4	Information (authenticated) on Avi-fauna and wildlife in the study area.
6.3.2. 5	Status of avifauna their resident/ migratory/ passage migrants etc.
6.3.2. 6	Documentation of butterflies, if any, found in the area.
6.3.2. 7	Details of endemic species found in the project area.
6.3.2. 8	RET species-voucher specimens should be collected along-with GPS readings to facilitate rehabilitation. RET faunal species to be classified as per IUCN Red Data list and as per different schedule of Indian Wildlife (Protection) Act, 1972.
6.3.2. 9	Existence of barriers and corridors, if any, for wild animals.
6.3.2. 10	Compensatory afforestation to compensate the green belt area that will be removed, if any, as part of the proposed project development and loss of biodiversity.
6.3.2. 11	Collection of primary data on agricultural activity, crop and their productivity and irrigation facilities components.
6.3.2. 12	For categorization of sub-catchment into various erosion classes and for the consequent CAT plan, the entire catchment (Indian Portion) is to be considered and not only the directly the draining catchment.

#### 6.4. Aquatic Ecology

S. No	Terms of Reference
6.4.1	Documentation of aquatic fauna like macro-invertebrates, zooplankton, phytoplanktons, benthos etc.
6.4.2	Fish and fisheries, their migration and breeding grounds.
6.4.3	Fish diversity composition and maximum length & weight of the measured populations to be studies for estimation of environmental flow.
6.4.4	Conservation status of aquatic fauna.
6.4.5	Sampling for aquatic ecology and fisheries and fisheries must be conducted during three seasons Pre-monsoon (summer), monsoon and winter. Sizes (length & weight) of important fish species need to be collected and breeding and feeding grounds should also be identified along the project site or in vicinity.

#### 6.5. Socio-economic

S. No	Terms of Reference
6.5.1	Collection of baseline data on human settlements, health status of the community and existing infrastructure facilities for social welfare including sources of livelihood, job opportunities and safety and security of workers and surroundings population.
6.5.2	Collection of information with respect to social awareness about the developmental activity in the area and social welfare measures existing and proposed by project proponent.
6.5.3	Collection of information on sensitive habitat of historical, cultural and religious and ecological importance.
6.5.4	The socio-economic survey/ profile within 10 km of the study area for demographic profile; Economic Structure; Developmental Profile; Agricultural Practices; Infrastructure, education facilities; health and sanitation facilities; available communication network etc.
6.5.5	Documentation of demographic, Ethnographic, Economic Structure and development profile of the area.
6.5.6	Information on Agricultural Practices, Cultural and aesthetic sites, Infrastructure facilities etc.
6.5.7	Information on the dependence of the local people on minor forest produce and their cattle grazing rights in the forest land.
6.5.8	List of all the Project Affected Families with their name, age, educational qualification, family size, sex, religion, caste, sources of income, land & house holdings, other properties, occupation, source of income, house/land to be acquired for the project and house/land left with the family, any other property, possession of cattle, type of house etc.
6.5.9	Special attention has to be given to vulnerable groups like women, aged persons etc. and to any ethnic/indigenous groups that are getting affected by the project.



## 7. Impact Prediction And Mitigation Measures

S. No	Terms of Reference
7.1	The adverse impact due to the proposed project should be assessed and effective mitigation steps to abate these impacts should be described.

### 7.1. Air Environment

S. No	Terms of Reference
7.1.1	Changes in ambient and ground level concentrations due to total emissions from point, line and area sources.
7.1.2	Effect on soil, material, vegetation and human health.
7.1.3	Impact of emissions from DG set used for power during the construction, if any, on air environment.
7.1.4	Pollution due to fuel combustion in equipments and vehicles
7.1.5	Fugitive emissions from various sources

### 7.2. Water Environment

S. No	Terms of Reference
7.2.1	Changes in surface and ground water quality
7.2.2	Steps to develop pisci-culture and recreational facilities
7.2.3	Changes in hydraulic regime and downstream flow.
7.2.4	Water pollution due to disposal of sewage
7.2.5	Water pollution from labour colonies/ camps and washing equipment.

### 7.3. Land Environment

S. No	Terms of Reference
7.3.1	Adverse impact on land stability, catchment of soil erosion, reservoir sedimentation and spring flow (if any) (a) due to considerable road construction / widening activity (b) interference of reservoir with the inflowing stream (c) blasting for commissioning of HRT, TRT and some other structures.
7.3.2	Changes in land use / land cover and drainage pattern
7.3.3	Immigration of labour population
7.3.4	Quarrying operation and muck disposal

S. No	Terms of Reference
7.3.5	Changes in land quality including effects of waste disposal
7.3.6	River bank and their stability
7.3.7	Impact due to submergence.

#### 7.4. Biological Environment

S. No	Terms of Reference
7.4.1	Impact on forests, flora, fauna including wildlife, migratory avi-fauna, rare and endangered species, medicinal plants etc.
7.4.2	Pressure on existing natural resources
7.4.3	Deforestation and disturbance to wildlife, habitat fragmentation and wild animal's migratory corridors
7.4.4	Compensatory afforestation-identification of suitable native tree species for compensatory afforestation and green belt.
7.4.5	Impact on fish migration and habitat degradation due to decreased flow of water
7.4.6	Impact on breeding and nesting grounds of animals and fish.

#### 7.5. Socio-economic Aspects

S. No	Terms of Reference
7.5.1	Impact on local community including demographic profile.
7.5.2	Impact on socio-economic status
7.5.3	Impact on economic status.
7.5.4	Impact on human health due to water / vector borne disease
7.5.5	Impact on increase traffic
7.5.6	Impact on Holy Places and Tourism
7.5.7	Impacts of blasting activity during project construction which generally destabilize the land mass and leads to landslides, damage to properties and drying up of natural springs and cause noise population will be studies. Proper record shall be maintained of the baseline information in the post project period.
7.5.8	Positive and negative impacts likely to be accrued due to the project are listed.

#### 8. Environmental Management Plan



S. No	Terms of Reference
8.1	No Data Found

### 8.1. Biodiversity Management Plan

S. No	Terms of Reference
8.1.1	Biodiversity and Wildlife Conservation and Management Plan for the conservation and preservation of rare, endangered or endemic floral/faunal species or some National Park/Sanctuary/ Biosphere Reserve or other protected area is going to get affected directly or indirectly by construction of the project, then suitable conservation measures should be prepared in consultation with the State Forest Department and with the physical and financial details. Suitable conservation techniques (in-situ/ ex-situ) will be proposed under the plan and the areas where such conservation is proposed will be marked on a project layout map.
8.1.2	Compensatory Afforestation shall be prepared by the State Forest Department in lieu of the forest land proposed to be diverted for construction of the project as per the Forest (Conservation) Act, 1980. Choice of plants for afforestation should include native and RET species, if any. This will be a part of the forest clearance proposal.
8.1.3	Fisheries Conservation and Management Plan - a specific fisheries management measures should be prepared for river and reservoir. If the construction of fish ladder/ fish-way etc. is not feasible then measures for reservoir fisheries will be proposed. The plan will detail out the number of hatcheries, nurseries, rearing ponds etc. proposed under the plan with proper drawings. If any migratory fish species is getting affected then the migratory routes, time/season of upstream and downstream migration, spawning grounds etc will be discussed in details.
8.1.4	Green Belt Development Plan along the periphery of the reservoir, approach roads around the colonies and other project components, local plant species must be suggested with physical and financial details. A layout map showing the proposed sites for developing the green belt should be prepared.
8.1.5	Environmental Monitoring Programme to monitor the mitigatory measures implemented at the project site is required will be prepared. Provision for Environment Management Cell should be made. The plan will spell out the aspects required to be monitored, monitoring indicators/parameters with respect to each aspect and the agency responsible for the monitoring of that particular aspect throughout the project implementation.

### 8.2. Disaster Management Plan

S. No	Terms of Reference
8.2.1	Catchment Area Treatment (CAT) Plan should be prepared micro-watershed wise. Identification of free draining/ directly draining catchment based upon Remote Sensing and Geographical Information System (GIS) methodology and Sediment Yield Index (SYI) method of AISLUS, Deptt. of Agriculture, Govt. of India coupled with ground survey. Areas or watersheds falling under 'very severe' and 'severe' erosion categories should be provided and required to be treated. Both biological as well as engineering measures should be proposed in consultation with State Forest Department for areas requiring treatment. Year-wise schedule of work and monetary allocation should be provided. Mitigation measures to check shifting cultivation in the catchment area with provision for alternative and better agricultural practices should be included.

S. No	Terms of Reference
8.2.2	Study of Design Earthquake Parameters: A site specific study of earthquake parameters should be done. Results of the site specific earthquake design parameters should be approved by National Committee of Seismic Design Parameters, Central Water Commission (NCSDP), New Delhi.
8.2.3	Dam Break Analysis and Disaster Management Plan The outputs of dam break model should be illustrated with appropriate graphs and maps clearly bringing out the impact of Dam Break scenario. To identify inundation areas, population and structures likely to be affected due to catastrophic floods in the event of dam failure. DMP will be prepared with the help of Dam Break Analysis. Maximum water level that would be attained at various points on the downstream in case of dam break will be marked on a detailed contour map of the downstream area, to show the extent of inundation. The action plan will include Emergency Action and Management plan including measures like preventive action notification, warning procedure and action plan for co-ordination with various authorities.
8.2.4	Reservoir Rim Treatment Plan for stabilization of land slide / land slip zones, if any, around the reservoir periphery is to be prepared based on detailed survey of geology of the reservoir rim area. Suitable engineering and biological measures for treatment of identified slip zones to be suggested with physical and financial schedule. Layout map showing the landslide/landslip zones shall be prepared and appended in the chapter.
8.2.5	Muck Disposal Plan- suitable sites for dumping of excavated material should be identified in consultation with the State Pollution Control Board and Forest Department. All Muck disposal sites should be minimum 30 m away from the HFL of river. Plan for rehabilitation of muck disposal sites should also be given. The L- section/ cross section of muck disposal sites and approach roads to be given. Financial out lay for this may be given separately. Detailed muck transportation plan delineating the path ways, number of trucks, quantity of muck to be transported along with monitoring mechanism using latest technology, shall be prepared.
8.2.6	Restoration Plan for Quarry Sites and landscaping of colony areas, working areas, roads etc. Details of the coarse/fine aggregate/clay etc. required for construction of the project and the rock/clay quarries/river shoal sites identified for the project should be discussed along-with the Engineering and Biological measures proposed for their restoration with physical and financial details. Layout map showing quarry sites vis-à-vis other project components, should be prepared.

### 8.3. Socio - Economic Aspects

S. No	Terms of Reference
8.3.1	Resettlement and Rehabilitation Plan needed to be prepared on the basis of findings of the socio-economic survey coupled with the outcome of public consultation held. The R&R package shall be prepared after consultation with the representatives of the project affected families and the State Government. Detailed budgetary estimates are to be provided. Resettlements site should be identified. The plan will also incorporate community development strategies.
8.3.2	Public Health Delivery Plan including the provisions of drinking water supply for local population shall be in the EIA/EMP Report. Status of the existing medical facilities in the project area shall be discussed. Possibilities of strengthening of existing medical facilities, construction of new medical infrastructure etc. will be explored after assessing the need of the labour force and local populace.
8.3.3	Local Area Development Plan to be formulated in consultation with the Revenue Officials and

S. No	Terms of Reference
	Village Panchayats. Appropriate schemes shall be prepared under EMP for the Local Area Development Plan with sufficient financial provisions.
8.3.4	Labour Management Plan for their Health and Safety.
8.3.5	Sanitation and Solid waste management plan for domestic waste from colonies and labour camps etc.

#### 8.4. Miscellaneous

S. No	Terms of Reference
8.4.1	Energy Conservation Measures for the work force during construction with physical and financial details. Alternatives will be proposed for the labour force so that the exploitation of the natural resource (wood) for the domestic and commercial use is curbed.
8.4.2	Environmental safeguards during construction activities including Road Construction.
8.4.3	A summary of Cost Estimates for all the plans, cost for implementing all the Environmental Management Plans.
8.4.4	Water, Air and Noise Management Plans to be implemented during construction and post-construction periods.

#### Additional Terms of Reference

N/A

**Masinta Closed Loop Pumped Storage Project (1000 MW) in an area of 403.9 Ha located at Village Kadapada, Kantapali, Kulsra, etc, Sub District Barkot, District Deogarh, Odisha by M/s NHPC Limited.**

**The details of the project: -**

The Project Proponent made a detailed presentation on the salient features of the project and informed that:

- i. Masinta Pump Storage Project is an Off-stream closed loop pumped storage project and none of the reservoirs are located in any river/perennial stream/perennial nallah. No consumptive use of water has been envisaged for power generation. Both the upper and lower reservoirs with a combined capacity of about 25.3 MCM, have to be filled up once at the beginning of plant operation. Masinta Pump Storage Project has been planned near existing Rengali dam near Deogarh District, Odisha.
- ii. The Upper reservoir is proposed near village Gurandikhole & is approachable through village Rangamatia, the last motorable point by travelling approx. 10 km from Kandala on NH-49. The reservoir site is around 5 km from village Rangamatia. The Lower Reservoir for Masinta PSP is proposed near village Masinta, which is located at around 5-7 Km away from Barkote in the right bank of River Brahmani. Masinta Pump Storage Project lies near existing Rengali reservoir located in Brahmani river basin near Deogarh District, Odisha.
- iii. **Land requirement:** 403.9 ha (approx.)

Components	Tentative Area in Hectares
Forest Land	376.32
Non-Forest Land*	27.58
<b>TOTAL LAND REQUIREMENT</b>	<b>403.90</b>

The exact quantum of Private / Govt. land required shall be evaluated during survey and investigation and EIA/EMP studies.

- iv. **Demographic details in 10 km radius of project area:** About 05 nos. of villages comprising 110 families (tentative) are likely to be affected due to the proposed Project.



The socio-economic study aims to assess the overall impacts on various facets of socioeconomic environment due to establishment of the project. The information on various aspects of the affected population viz., demographic details, socio-economic and cultural characteristics, enumeration of personal properties of the affected population, education level and occupational profile etc. shall be collected besides ethnographic assessment of PAFs during the EIA & SIA study.

- v. **Water requirement:** Pumped Storage projects do not generate any by-product during electricity generation. Hydroelectric power is generated by non-consumptive use of water.
- vi. **Project Cost:** The estimated project cost is Rs. 6036.77 Crore. Total capital cost earmarked towards environmental pollution. control measures is approx. 2% to 3% of the estimated project cost. Detail allocation along with Recurring cost ( operation and maintenance) shall be done after preparation of EIA/EMP study.
- vii. **Project Benefit:** Setting up of the project shall reduced dependence on fossil fuels and promote Clean Energy generation along with overall economic growth, and enhancing energy security for both the state and the nation as a whole. It shall also generate employment in the rural area, boost local economies such as small markets, shops etc. Total employment as direct & indirect shall be taken up during later stages of development of the Project.
- viii. **Environmental Sensitive area:** There are no National Parks, Wildlife Sanctuaries, Biosphere Reserves, Tiger, Wildlife Corridors etc. within 10 km distance from the project site.
- ix. **MoU/ any other clearance/ permission signed with State government:** GRIDCO, Govt of Odisha issued letter on dated 08.10.2025 in favor of NHPC for applying ToR and preparation of DPR.
- x. **Muck Disposal:** Approx. 3.5 Lacs Cum. of Muck shall be disposed of in the designated muck dumping sites. A Muck Disposal Plan shall be prepared as part of Environmental Management Plan.
- xi. **Resettlement and rehabilitation:** A comprehensive R&R scheme shall be prepared for project affected families (PAFs) by the District Admin. as part of the land acquisition process under RFCTLARR Act, 2013. Also, community development activities of the Project under other heads (such as CSR scheme) are also expected to be beneficial for the local people residing in and around Project area.

- xii. **Alternative Studies:** Developing and assessing various alternative schemes is one of the first activities during the preparation of the DPR. Various alternative studies have been carried out for arriving at the most optimal location & layout of the Project. While carrying out the PFR, three alternative sites have been studied and alternative 2 is found suitable, which will be investigated further during DPR preparation.
- xiii. **Details of Solid waste/ Hazardous waste generation/ Muck and its management:** Sewage and solid waste shall be generated from project colonies during construction as well as operational phase. Solid waste generated from temporary and permanent colonies during construction as well as operation phase shall be disposed off as per the Solid Wastes Management Rules (SWM), 2016. Hazardous waste if generated, shall be handled as per Hazardous Waste Management Rules, 2016.
- xiv. Status of Litigation Pending against the proposal, if any.: Nil
- xv. The salient features of the project are as under:

- **Project details:**

Name of the Proposal	TOR Approval for Masinta off stream closed loop PSP, Distt Deogarh, Odisha
Location (Including coordinates)	Tehsil Barkot and District Deogarh, Odisha Lat. 21°37'13"N, Long. 84°56'13"E
Inter- state issue involved	No
Seismic zone	Zone-III

- **Category details:**

Category of the project	1(c) River Valley/Irrigation projects Sector : RIV
Provisions	A Pumped Storage Project with the objective of power generation.
Capacity / Cultural command area (CCA)	1000 MW
Attracts the General Conditions (Yes/No)	No
Additional information (if any)	Nil

- **Electricity generation capacity:**

Powerhouse Installed Capacity	1000 MW
Generation of Electricity Annually	2080.5 MU

No. of Units	4 Units (4x 100) = 1000 MW
Additional information (if any)	Nil

• **ToR/EC Details:**

Cost of project	Rs. 6036.77 Crore
Total area of Project	403.9 Ha (Tentative)
Height of Dam from River Bed (EL)	Upper Dam: 54 m Lower Dam: 20 m
Length of Tunnel/Channel	Pressure shaft 4 nos of 1043 m each
Details of Submergence area	375 Ha (tentative)
Types of Waste and quantity of generation during construction/ Operation	Pumped Storage projects do not generate any waste bye-product during electricity generation. Hydroelectric power is generated by non-consumptive use of water. However, during construction phase of the project, about 200 KLD per day of waste water; approximately 3.5 lakh cum of muck shall be disposed off in the designated muck dumping sites. A detailed muck disposal plan shall be prepared during EIA study in line of Standard TOR.
E-Flows for the Project	Not applicable on off stream PSPs.
Is Projects earlier studies in Cumulative Impact assessment & Carrying Capacity studies (CIA&CC) for River in which project located. If yes, then	Not applicable. <b>Masinta PSP is off stream closed loop PSP.</b>
a) E-flow with TOR /Recommendation by EAC as per CIA&CC study of River Basin.	Not applicable. Not applicable.
b) If not the E-Flows maintain criteria for sustaining river ecosystem.	

• **Muck Management Details:**

No. of proposed disposal area/(type of land-Forest/Pvt. land)	Around 10 ha of area will be required for muck dumping. The exact number and area shall be decided during survey and investigation and will be incorporated in EIA studies.
Muck Management Plan	Shall be prepared in EMP based on EIA studies.
Monitoring mechanism for Muck Disposal	Shall be prepared in EMP based on EIA studies

- **Land Area Breakup:**

Private land / Non Forest Land	27.58 (Tentative)
Government land or Forest Land	376.3 Ha (Tentative)
Submergence area/Reservoir area	375 ha (Tentative)
Total Land	403.9 Ha
Additional information (if any)	The quantity of Forest Land & Non Forest Land shall be finally firmed up at the time of actual survey and EIA/EMP studies.

- **Presence of Environmentally Sensitive areas in the study area**

Forest Land/ Protected Area/Environmental Sensitivity Zone	Yes/No	Details of Certificate/Letter/Remarks
Reserve Forest/Protected Forest Land	Yes Reserved as well as unclassified Forest is involved.	No Protected area/ESZ falls within the 10 Km radius of project component including the reservoir
National Park	No	
Wildlife Sanctuary	No	

- **Court case details:** Nil

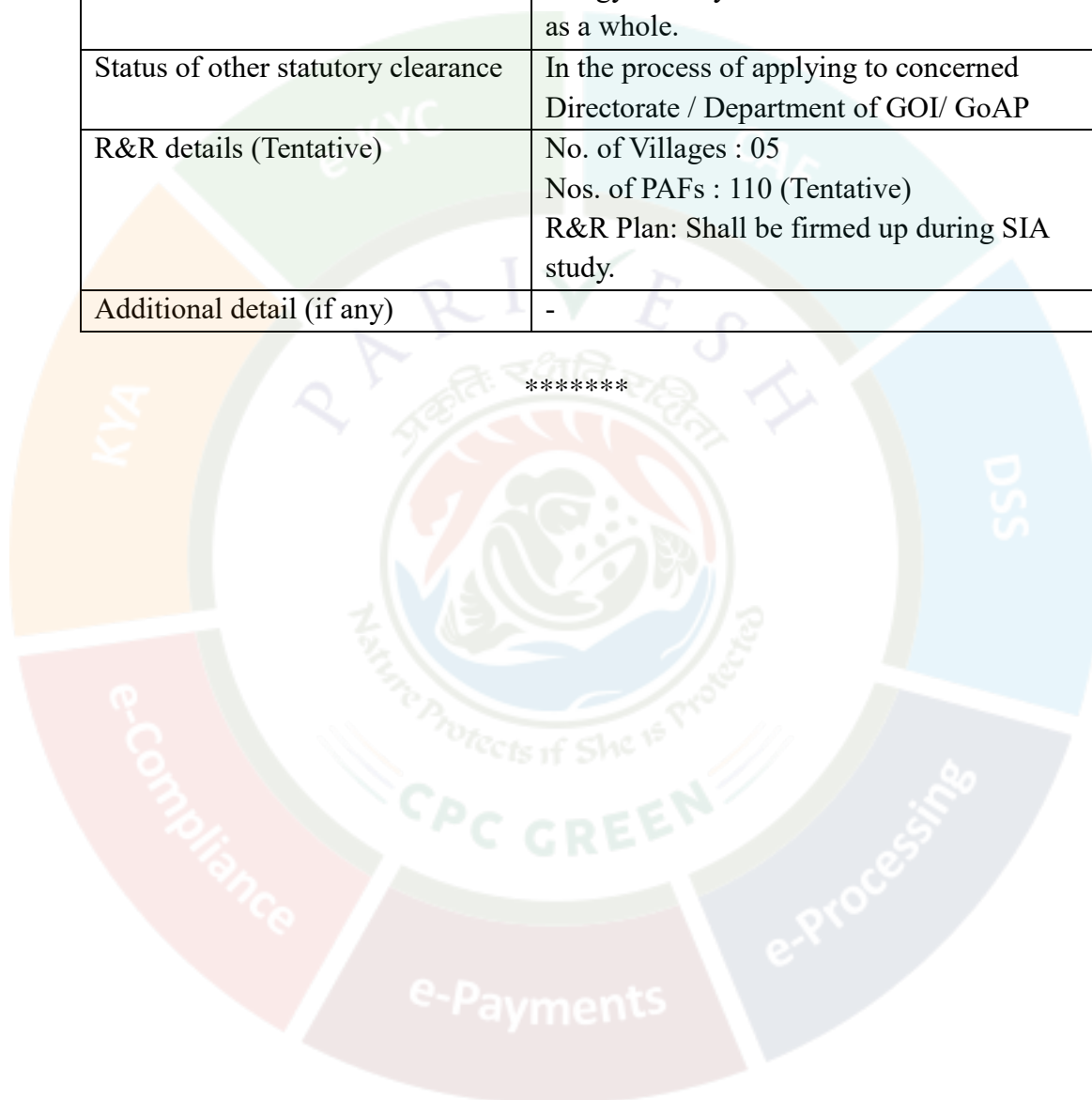
- **Miscellaneous**

Particulars	Details
Details of consultant	Hiring of consultant is under process.
Project Benefits	Clean and green power generation of 2080 million units annually. Benefit Under R&R



	plan; Reduced dependence on Fossil Fuels; Clean Energy Generation; Economic Development; Sustainable Development, promoting economic growth, and enhancing energy security for both the state and the nation as a whole.
Status of other statutory clearance	In the process of applying to concerned Directorate / Department of GOI/ GoAP
R&R details (Tentative)	No. of Villages : 05 Nos. of PAFs : 110 (Tentative) R&R Plan: Shall be firmed up during SIA study.
Additional detail (if any)	-

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## SECTION-IV

### Schedule of Quantity & Price

**(Price Bid in this format is to be submitted online in Excel Format in Cover-II)**

**Name of Work- “ Hiring of Environmental Consultant for carrying out EIA/EMP studies in respect of Pumped Storage Project Masinta (1000 MW)”**

Sl. No.	Description of Activities	Unit of Measure	Quantity	HSN/ SAC Code	Unit Rate including GST(in Rs)	Total Amount including GST(in Rs)
1.	To carry out Environmental Impact Assessment studies and formulation of Environmental Management Plans (EIA & EMP) & reports thereof and any other reports / observation (s) desired by EAC for grant of Environment Clearance as per EIA Notification 2006 and subsequent amendments, along with the approved Terms of Reference issued by the MoEF& CC as mentioned in the Tender Documents; presentations before EAC and during public consultation process. This shall include any additional study (ies) / condition(s) imposed during the EC process by MoEF&CC and observations thereof.	Job	01			
The bidder should include all expenditure towards transportation of equipment, movement to and from sites, installation / erection, if any insurance all applicable taxes, watch & ward at site, schedule of field work, report submission etc required till completion of the study and submission of final report to MOEF & CC.						

**Note:** i) Price Bid related information is to be filled online in GeM portal only.

ii) No bid price related information shall be mentioned with Techno-Commercial Bid (i.e. Part-I).