

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	10-03-2026 12:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	10-03-2026 12:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम / Ministry/State Name</b>	Ministry Of Power
<b>विभाग का नाम / Department Name</b>	Na
<b>संगठन का नाम / Organisation Name</b>	Nhpc Limited
<b>कार्यालय का नाम / Office Name</b>	Contracts Enm Corporate Office Nhpc Ltd Sec33 Fbd
<b>कुल मात्रा / Total Quantity</b>	3
<b>वस्तु श्रेणी / Item Category</b>	SITC & Subscription for 3 Yrs. for Online Transformer Monitoring System as per attached TS
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Online Transformer Monitoring System
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Online Monitoring System for Water and Energy Resource Utilisation (NLC INDIA LTD ), electronic physiogrowth monitoring system, intracompartmental pressure monitoring set accessories (Pressure Monitoring Line), Live Remote Temperature and Humidity Monitoring and Alert System, Continuous Ambient Particulate Monitoring System, Water - Drinking and Sanitation (V2), Online Blood Cardioplegia Delivery System (V2), Online UPS ( $\leq 10$ KVA) With Battery Conforming To IS 16242 (Part 1), Accounts and Bill Monitoring Management System Software, Multipara Monitor - Low End
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Power Conditioning Unit</li> </ul>
<b>बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	12 Lakh (s)
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover</b>	No

<b>बिड विवरण/Bid Details</b>	
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
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/ <b>Bid to RA enabled</b>	Yes
रिवर्स नीलामी योग्यता नियम/ <b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	2355091
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / <b>Financial Document Required</b>	Yes
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	47000

**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).	43

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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 :**

Payable at Faridabad  
As per SCC & ITB  
(Nhpc Limited)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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

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

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

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting

bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

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

### SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS ( 3 set )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ajay Kumar	182312,SALAL POWER STATION, JYOTIPURAM, DISTT-REASI (j&k)	3	112

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

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Section 0 QR <a href="#">View</a>	Qualifying Requirements	SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS(3)
2	Section 0 ITB <a href="#">View</a>	Instruction to Bidder	SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS(3)
3	Section I IFB <a href="#">View</a>	Information for Bidders	SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS(3)
4	SECTION IIA GCC <a href="#">View</a>	General Conditions of Contract	SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS(3)

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
5	Section IIB SCC <a href="#">View</a>	Special Conditions of Contract	SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS(3)
6	Section III TS <a href="#">View</a>	Technical Specification	SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS(3)
7	Section IV QAP <a href="#">View</a>	Quality Assurance Plan	SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS(3)
8	Section V BOQ <a href="#">View</a>	Bill of Quantities	SITC & Subscription For 3 Yrs. For Online Transformer Monitoring System As Per Attached TS(3)

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

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

NHPC LIMITED  
payable at  
FARIDABAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

NHPC LIMITED  
payable at  
FARIDABAD

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 4. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 6. **Generic**

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

#### 7. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

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

Buyer Added text based ATC clauses

The bidder should submit scanned copy of following documents:

- i) Requisite documents as per 'Qualifying Requirements' (Section-0-QR).
- ii) Declaration as per Annexure-I for No Deviation certificate.
- iii) Self-Declaration regarding Insolvency and Bankruptcy Code 2016 (Annexure-II).
- iv) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-III).
- v) Declaration as per Annexure-IV for HSN/SA Codes.
- vi) Declaration regarding financial standing of bidder as per Sl. No. 4 of 'Buyer Added Bid Specific Terms and Conditions' (Annexure-V).
- vii) Declaration regarding percentage of local content and details of locations at which the local value addition is made as per Bid document (Annexure-VI).
- viii) Details of Past Experience as per Annexure- VII of Bid Document.
- ix) Declaration regarding Banning of Business Dealings as per Annexure-VII I.
- x) **Bid Security (Earnest Money):**

Bidder shall submit alongwith the bids, the requisite bid security as mentioned in the tender document. Bid security may be deposited either in the form of Demand draft in favour of 'NHPC Limited', payable at Faridabad or in the form of Bank Guarantee issued by Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma as per Annexure-A of ITB or irrevocable Insurance Surety Bond valid for a period of ninety days beyond the validity period of the bid issued by any Indian Insurance company registered under Insurance Act,1938 or as amended from time to time and approved by the Insurance regulatory development authority of India (IRDAI) in the prescribed format (Annexure-B of ITB). Failure to do so may prevent a tender from being considered, Bidder has to upload scanned copy of Bank draft / Insurance Surety Bond / B G as proof alongwith the bid and has to ensure delivery of hard copy within 5 days of Bid end date / Bid opening date.

However, in case Earnest money has been submitted by the bidder in the form of demand draft, the information relating to particulars of the bidder's Bank shall be submitted by the bidder alongwith the bid in the ECS form attached as Annexure-C of ITB. The earnest money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode.

**Bidder shall submit requisite EMD related documents like Demand Draft/ Insurance Surety Bond/ Bank Guarantee to Sh. Kamesh Kumar Chaudhary, General Manager (Mech.) Contracts (E&M) Division, Jyoti Sadan, 2nd Floor, NHPC Limited, Sector-33, Faridabad (Haryana)-121003.**

- xi) Integrity Pact duly signed & stamped as per format uploaded in the bid document.

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract. 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 Proforma (Attached in ATC) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Aggarwal, IAS (Retd.), Shri Prabhash Singh, ITS (Retd.) & Shri Upendra Malik, CES(Retd.) have been appointed as Independent External Mo

nitor (IEM) by the Employer. The Contact address of IEMs are as under:

<b>Sl. No.</b>	<b>Name</b>	<b>Contact Address</b>
i)	Dr. Vinod Aggarwal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail: <a href="mailto:arsv50@gmail.com">arsv50@gmail.com</a>
ii)	Shri Prabhash Singh, ITS (Retd.), CES (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: <a href="mailto:sgmhbrbpl@gmail.com">sgmhbrbpl@gmail.com</a>
iii)	Shri Upendra Malik, CES (Retd.)	B-108, NSG Society, Plot-2, Pocket-6, Builders Area Greater Noida-201315 (UP) E-mail: <a href="mailto:upendra.malik@gmail.com">upendra.malik@gmail.com</a>

Pre-Contract Integrity Pact is to be executed on plain paper at the time of submission of Bid. The Successful bidder (Contractor) shall submit duly executed Integrity Pact on non-judicial stamp paper of appropriate value prior to signing of Contract agreement.

Note: In case of any change in IEMs or Contact address, same may be updated at the time of tendering/award.

9. **Buyer Added Bid Specific ATC**

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

10. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

11. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

## 12. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 13. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 14. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 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. 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.
16. 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.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---**

**Qualifying Requirements/Criteria for Bidders**

Qualifying Criteria for this bid shall be as mentioned as under herein and shall prevail over other conditions in the bid, in case of any conflict or inconsistency.

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

**A. Technical Criteria:**

**1. OEM / Authorized Partner**

- The bidder may be either an OEM or an authorized channel partner in case OEM does not quote directly.
- If the bidder is not an OEM, a valid Manufacturer Authorization Form (MAF) must be submitted.
- In case the OEM authorized partner does not meet the technical criteria mentioned below, credentials of the OEM shall also be considered. In this regard, the bidder shall submit manufacture's confirmation of extending the required warranty for the product (in addition to the tenderers' confirmation to the required warranty).

**2. Experience Requirements**

- i. The bidder should have successfully executed Supply, Installation, Commissioning and Testing of at least one (01) Online Transformer Monitoring System in India for a **15 MVA, 66 kV or higher-rated transformer/substation** in Government, Semi-Government or Private Organizations during the last seven (7) years.
- ii. In support of the above, the bidder shall submit **notarized copies** of supply orders along with completion certificates issued by the client or order copies from the OEM.
- iii. The reference date for considering the eligibility/qualification period shall be the **last day of the month preceding the one in which the tenders are invited.**
- iv. In case Purchaser/ Owner issuing experience certificate is non-government entity, the bidders shall also submit notarized copy of TDS certificate for corresponding value of Supply Orders/ Work Orders issued by the Purchaser/ Owner.

v. In case a Dealer/Service Provider/ channel partner is participating in a tender on behalf of one manufacturer, he is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel for the same. All such bids will be rejected.

### **3. Service Infrastructure**

- The OEM must have a functional **Service Center in India**, adequately equipped with facilities and experts for troubleshooting, testing, and commissioning of equipment.

### **4. Certification**

- A valid **ISO certification of the manufacturer** (OEM) shall be submitted with the bid.

## **B. Financial Criteria**

### **(i) Turnover:**

The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year i.e. (F.Y.2024-2025), should be 12 Lakhs as indicated in the bid document.

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

The certificate from Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period should also contain **UDIN**.

### **(ii) Net-worth:**

The net worth of the bidder firm (manufacturer or principal of authorized representative) (i) should not be negative on 31st March 2025 and also (ii) if it is less than paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in last three years, ending on the 31st March 2025.

### **Note:**

- (i) Bidder shall submit the copy of Annual Report / Standalone audited Annual Financial Statement containing Balance Sheet, Profit & Loss Statement, cash

flow statement, Auditor's Report thereon including all relevant Schedules/annexures etc. of last Three (03) years.

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

No relaxation in Qualification Requirements shall be given to Micro & Small Enterprises (MSEs) and Start-up firms. However, relaxation in Earnest Money (EMD) and purchase preference shall be allowed as per applicable MSME procurement policy and as mentioned in GeM GTC.

**Instructions to Bidder (ITB)**

Online electronic bid (through GeM portal) under two cover system is invited on behalf of NHPC Limited (A Public Sector Enterprise of the Government of India) from domestic bidders registered in India for “**Supply, Installation, Configuration, Commissioning, Testing and Subscription for services of Online Transformer monitoring system at Salal Power Station.**”

**1. ONLINE SUBMISSION:**

**A) Techno-commercial bid:**

Online bid should be submitted containing scanned copy of following documents:

- i) Requisite documents as per ‘Qualifying Requirements’ (Section-0-QR).
- ii) Declaration as per Annexure-I for No Deviation certificate.
- iii) Self-Declaration regarding Insolvency and Bankruptcy Code 2016 (Annexure-II).
- iv) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-III).
- v) Declaration as per Annexure-IV for HSN/SA Codes.
- vi) Declaration regarding financial standing of bidder as per Sl. No. 4 of ‘Buyer Added Bid Specific Terms and Conditions’ (Annexure-V).
- vii) Declaration regarding percentage of local content and details of locations at which the local value addition is made as per Bid document (Annexure-VI).
- viii) Details of Past Experience as per Annexure- VII of Bid Document.
- ix) Declaration regarding Banning of Business Dealings as per Annexure-VIII.
- x) **Bid Security (Earnest Money):**

Bidder shall submit alongwith the bids, the requisite bid security as mentioned in the tender document. Bid security may be deposited either in the form of Demand draft in favour of ‘NHPC Limited’, payable at Faridabad or in the form of Bank Guarantee issued by Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma as per Annexure-A of ITB or irrevocable Insurance Surety Bond valid for a period of ninety days beyond the validity period of the bid issued by any Indian Insurance company registered under Insurance Act,1938 or as amended from time to time and approved by the Insurance regulatory development authority of India (IRDAI) in the prescribed format (Annexure-B of ITB). Failure to do so may prevent a tender from being considered, Bidder has to upload scanned copy of Bank draft / Insurance Surety Bond / BG as proof alongwith the bid and has to ensure delivery of hard copy within 5 days of Bid end date / Bid opening date.

However, in case Earnest money has been submitted by the bidder in the form of demand draft, the information relating to particulars of the bidder’s Bank shall

submitted by the bidder alongwith the bid in the ECS form attached as Annexure-C of ITB. The earnest money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode.

**Bidder shall submit requisite EMD related documents like Demand Draft/ Insurance Surety Bond/ Bank Guarantee to Sh. Kamesh Kumar Chaudhary, General Manager (Mech.) Contracts (E&M) Division, Jyoti Sadan, 2nd Floor, NHPC Limited, Sector-33, Faridabad (Haryana)-121003.**

xi) Integrity Pact duly signed & stamped as per format uploaded in the bid document.

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract. 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 (Attached in ATC) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Aggarwal, IAS (Retd.), Shri Prabhash Singh, ITS (Retd.) & Shri Upendra Malik, CES(Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEMs are as under:

Sl. No.	Name	Contact Address
i)	Dr. Vinod Aggarwal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail: <a href="mailto:arsv50@gmail.com">arsv50@gmail.com</a>
ii)	Shri Prabhash Singh, ITS (Retd.), CES (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: <a href="mailto:sgmhrbpl@gmail.com">sgmhrbpl@gmail.com</a>
iii)	Shri Upendra Malik, CES(Retd.)	B-108, NSG Society, Plot-2, Pocket-6, Builders Area Greater Noida-201315 (UP) E-mail: <a href="mailto:upendra.malik@gmail.com">upendra.malik@gmail.com</a>

Pre-Contract Integrity Pact is to be executed on plain paper at the time of submission of Bid. The Successful bidder (Contractor) shall submit duly executed Integrity Pact on non-judicial stamp paper of appropriate value prior to signing of Contract agreement.

Note: In case of any change in IEMs or Contact address, same may be updated at the time of tendering/award.

This part of bid should not contain any **“Price information”**.

**B) Financial Bid:**

- i) **Price-bid-** The Financial Bid (Price Bid) shall be submitted in electronic form on GeM Portal in conformity with the tender specifications on the portal only.

**C) Evaluation Criteria:**

1. As per bid provision, MSEs in the category of Services/Trading shall not be Considered for following:
  - (i) Exemption from submission of required EMD.
  - ii) Purchase preference.
2. The bid shall be evaluated on overall package basis and the offer for incomplete or part services shall liable to be rejected.

**ANNEXURE-I***(to be filled and uploaded online)***DECLARATIONS**  
**(To be submitted by bidder)**

<b>S. No.</b>	<b>Declaration Type</b>	<b>Declaration</b>	<b>Acceptance/ Rejection</b>
1.	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.	
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document [including Instructions to Bidder (ITB), Qualifying Criteria, General Terms and Conditions of GeM portal, Special Conditions of Contract (SCC), General Conditions of Contract (GCC), Scope of Work (SOW), MQAP, Technical Specifications and Schedule of Quantities & Prices] 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 &amp; Seal of Bidder

**ANNEXURE-II**

*[To be uploaded online (scanned copy)]*

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

***“Self-Declaration by the Bidder”***

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against ..... (Name of the bidder / ~~partner of JV~~ / Parent Holding Company / Sub-Contractor) under the IBC 2016”.

Further, it is declared that after submitting the bid till the time of award of work..... (name of the bidder / ~~partner of JV~~ / Parent Holding Company / Sub-Contractor) shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against ..... (Name of the bidder / partner of JV / Parent Holding Company / Sub-Contractor) and any suppression of such fact shall render the ..... (name of the bidder / partner of JV / Parent Holding Company / Sub-Contractor) liable for rejection of our bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

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

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

**Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules  
(To be submitted on letter head)**

To,

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

Sub.: Tender no.....

Dear Sir,

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

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

Accordingly, it is 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 Volume 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 Employer. Ltd.

Place:  
Date:

*[Signature of Authorized Signatory of Bidder]*  
Name:  
Designation:  
Seal:

**ANNEXURE-IV***[To be uploaded online (scanned copy)]*

**Name of Work: "Supply, Installation, Configuration, Commissioning, Testing and Subscription for services of Online Transformer monitoring system at Salal Power Station."**

**Bidder's Name:** .....

**Proforma for HSN/ SA Code**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>HSN / SA Code</b>
1.	Supply, Installation, Configuration, Commissioning, Testing, and subscription of predictive analytics of 3 years for Online Transformer monitoring system as per Technical Specification for 1-Phase, 43.33 MVA, 11 KV/220 KV oil Transformer with H2 Sensor at Salal Power Station	Nos/ Set (As per GeM)	3	

Place:  
Date:

*[Signature of Authorized Signatory of Bidder]*  
Name:  
Designation:  
Seal:

**ANNEXURE-V**

*[To be uploaded online (scanned copy)]*

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

***“Self-Declaration by the Bidder”***

I/We, M/s ..... hereby confirm that we are neither bankrupt nor under any liquidation, court receivership or similar proceedings.

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

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

**ANNEXURE-VI**

*[To be uploaded online (scanned copy)]*

**Self-Certificate for Local Content**

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

We ..... *[name of Manufacturer/OEM]* 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 50% or 20 % and come under 'Class-1 or Class-2 local Supplier' Category.

<b>Sl. No.</b>	<b>Item Description</b>	<b>Country of Origin</b>	<b>% of Local Content</b>	<b>The details of the location(s) at which the local value addition is made</b>
		<b>INDIA</b>		

**Date:**

**Seal & Signature of the Manufacturer/OEM**

***Note: : This 'Declaration' should be on the letter head of Manufacturer/OEM.***

**ANNEXURE-VII**

*(to be filled and uploaded online)*

**DETAILS OF PAST EXPERIENCE**

Details of works Completed in previous 7 years (As per QR) with detailed description.	Supply / Work Order No. and date	Installation /Completion Certificate/ Performance Report No and date.	Details of Transformer /Substation	Contractual date of completion (Month & Year)	Actual date of completion (Month & Year)	Name and complete address of the customer

Date:

Signature along with Name & Designation of the authorized person

Place:

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

**ANNEXURE-VIII**

*(to be filled and uploaded online)*

**DECLARATION**

**(To be submitted by bidder)**

I/We, M/s.....(Name of the bidder) hereby certify that I/We have not been banned/de-listed / blacklisted/debarred from business on the grounds mentioned in Para 6 of guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact.

“I/We, M/s.....(Name of the bidder) hereby certify that I/we have not been declared ineligible in accordance with para 6 of Guidelines on Banning of Business Dealings.”

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

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

## CHECK LIST

This Check List duly tick marked shall be submitted online

<b>Sl. No.</b>	<b>Document Required</b>	<b>Clause Reference</b>	<b>Action required</b>	<b>Submitted Please tick (√)</b>
1.	No Deviation Certificate as per format	Annexure-I of ITB	To be uploaded online duly filled in	
2.	Declaration regarding Insolvency and Bankruptcy Code 2016)	Annexure-II of ITB	To be uploaded online duly filled in	
3.	Anti-profiteering Undertaking as per Format on Company's Letter Head	Annexure-III of ITB	To be uploaded online duly filled in	
4	Proforma for HSN/SA Code	Annexure-IV of ITB	To be uploaded online duly filled in	
5.	Self-Declaration by the bidder regarding Financial Standing	Annexure-V of ITB	To be uploaded online duly filled in	
6.	Self-Certificate by the bidder for Local Content	Annexure-VI of ITB	To be uploaded online duly filled in	
7.	Details of Past Experience	Annexure-VII of ITB	To be uploaded online duly filled in	
8.	Declaration Regarding Banning of Business Dealings	Annexure-VIII of ITB	To be uploaded online duly filled in	
9.	ECS Form	Annexure-C of ITB	To be uploaded online duly filled in	
10.	Integrity Pact as per Performa along with Annex-A & its Appendix-I, II, III & IV duly signed & Stamped at each page	As per Performa along with its Annexure-A & its Appendix-I, II, III & IV	To be uploaded online	
11.	GST Registration Certificate		To be uploaded online	
12.	PAN no and Cancelled cheque		To be uploaded online	

**Bank Guarantee Format for Earnest Money  
(To be executed on Non-Judicial Stamp Paper of Appropriate value)**

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

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows: -

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact. or

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

a) fails or refuses to sign the Contract Agreement when required, or

b) fails or refuses to submit the performance security in accordance with the Tender Documents.

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

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

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

For and on behalf of the Bank

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

\_\_\_\_\_

Common Seal of the Bank with complete address including Tel./fax. Nos.

Staff Authority No. of the officer of the Bank/Signatory

1. Bank Guarantee for Bid Guarantee in original shall be submitted alongwith the bid. However, the issuing bank shall submit an unstamped duplicate copy of bank guarantees directly by registered post (AD) to Employer (authority inviting tenders) alongwith a forwarding letter.
2. The following information should be invariable mentioned on the back side of the bank Guarantee\*:
3. The BG should be valid upto 90 days beyond Bid validity period of offer.
4. Beneficiary's (NHPC's) Bank Account detail:

<b>Name of the beneficiary</b>	:	NHPC Limited
<b>Account No.</b>	:	00000010813608692
<b>IFSC Code</b>	:	SBIN0017313
<b>Address of the Bank</b>	:	State Bank of India, CAG-II, New Delhi-110001

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

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the employer (Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the employer.
6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

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

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

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

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

Insurance Surety Bond No.....

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

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:

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

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

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

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

For and on behalf of the Insurance Company

---

in the capacity of

---

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.  
Staff Authority No. of the officer of the Insurance Company /Signatory

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

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





## INFORMATION FOR BIDDERS

### Site Descriptions

Location	SALAL POWER STATION
Layout	Salal Power Station is a run of the river scheme on Chenab River located about 21Km Upstream of Reasi in J&K. The Power Station was commissioned in two stages each consisting of 3 Units of 115 MW. First three Units commissioned in 1987. Next three Units were commissioned in 1993, 1994, and 1995 respectively. The generated power is fed to the Northern Regional Power Grid under operational control of NRLDC.
Climatic Conditions	The Power Station area is salubrious climate and hilly terrain. Though there are occasional rains in almost all the months of the year, heavy rainfall is generally confined to the period of monsoon from end of May to September.
Transport and Communications	The Power Station is located in the Reasi District of J&K. The power station site is 40Kms from Katra, which is the nearest Broad gauge rail head and is 80Kms from Jammu nearest civilian airport. All weather motor able road exist upto the Power Station site.
Address	The Group General Manager Salal Power Station PO: Jyotipuram Distt: Reasi(J&K) 182312

### Note:

Site Visit (Optional): The Bidder is advised to visit and examine the site where the Facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply, installation testing and commissioning of the Facilities. The costs of visiting the site shall be at the Bidder's own expense. **In case of award of the contract, no deviation shall be accepted by the owner.**

***(A format regarding CERTIFICATION OF THE SITE VISIT BY THE BIDDER to be submitted as per enclosed proforma [Attachment-1 to IFB]).***



**ATTACHMENT-1**

**Site Visit Report**

**CERTIFICATION OF THE SITE VISIT BY THE BIDDER**

In pursuant to IFB Clause, .....(Name of Bidder) .....whose registered office is at ..... declare herewith that our representatives have visited the site of the works on ..... day of ..... 2025 ..... and that we have fully informed ourselves of all conditions, local and otherwise, which may affect the preparation of this bid and the performance of works.

Give names and positions of the representative(s) who took part in the site visit(s):

<b>Name</b> .....	<b>Signature</b> .....
<b>Position</b> .....	<b>Date</b> .....
<b>Representative of</b> ..... .....	

<b>Name</b> .....	<b>Signature</b> .....
<b>Position</b> .....	<b>Date</b> .....
<b>Representative of</b> ..... .....	

*Signature and Seal of bidder-----  
----- (Authorized signatory)*

***Countersigned by Head of Project or his Authorized Representative,***

## **Section-II A**

# **GENERAL CONDITIONS OF CONTRACT (GCC) FOR SUPPLY & ERECTION**

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## **GENERAL CONDITIONS OF CONTRACT FOR SUPPLY & ERECTION**

### **1.0 DEFINITION OF TERMS**

1.1 In the Contract, the following expression shall, unless the Contract otherwise requires, have the meanings assigned to them.

- i) '**Approval**' shall mean the written approval of the Engineer-in-Charge and or the statutory authorities wherever such authorities are specified by any code or otherwise.
- ii) '**Commercial use**' shall mean the use of the work, which the Contract contemplates or of which it is commercially capable of.
- iii) '**Commissioning**' means operation of the Facilities or any part thereof by the contractor, which operation is to be carried out by the Contractor as provided hereunder, for the purpose of carrying out Guarantee Test(s).

Commissioning of Facilities or any part thereof shall be completed by the Contractor as per procedures detailed in Technical Specifications.

The Employer shall, unless otherwise specified in the Technical Specification, supply the operating and maintenance personnel. All raw materials, utilities, lubricants, chemicals, catalysts, facilities services and other matters required for Commissioning shall be provided by the Contractor, unless otherwise specified in Technical Specifications.

- iv) The '**Consulting Engineer**' means the firm or the person as may be duly appointed by the Purchaser to act as consulting engineer for the purpose of the work covered in the Contract.
- v) The '**Contract**' shall mean and include the bid and its acceptance thereof, the General Conditions, Special Conditions, specifications, schedules, drawings, Form of Bid, covering letter, schedules of prices and the formal Agreement executed on the stamped paper or on the plain paper.
- vi) The '**Contractor**' shall mean the bidder whose bid has been accepted by the Purchaser and shall include the bidder's heir, legal representatives, successors and permitted assigns.
- vii) The '**Contract Price**' shall mean the sum arrived at by multiplying the quantity(ies) with the rate(s) in the 'Bill of Quantity' given in / annexed to the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- viii) The '**Delivery of Plant/Equipment**' shall be deemed to take place on delivery of the Plant/Equipment to
  - i) the Purchaser at his premises; or
  - ii) where so provided the interim Purchaser at his premises; or

- iii) a carrier or other person named in the Contract as an interim Purchaser for the purpose of transmission to the Purchaser.
- iv) the destination station in case of Contract stipulating delivery of stores at destination station.
- ix) The '**Engineer**' shall mean the officer placing the order for the work to the Contractor and such other officer as may be authorized and appointed in writing by the Purchaser to act as Engineer for the purpose of the Contract and in case no such officer has been so appointed, the Purchaser or his duly authorized representative.
- x) The '**Engineer-in-Charge**' means the person appointed by the Corporation in the manner provided hereof and named as such in SCC to perform duties delegated by the Corporation. The Engineer-in-Charge shall represent and act for & on behalf of the Purchaser at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.
- xi) The '**Inspector**' shall mean any person or persons nominated by the Purchaser and/or the Engineer to inspect stores or works under the agreement and/or his duly authorised representative appointed to act as the Inspector.
- xii) '**Letter of Award**' shall mean the Purchaser's letter conveying his acceptance of the bid, subject to such reservations as may have been stated therein.
- xiii) '**Month**' shall mean English calendar month.
- xiv) Words imparting '**person**' shall include Firms, Companies, Corporations and other bodies whether incorporated or not.
- xv) '**Plant**', '**Equipment**', '**Material**', '**Work**', or '**Works**' shall mean respectively the plant, equipment and material to be provided and work or works to be done by the Contractor under the Contract.
- xvi) The '**Purchaser**' or the '**Employer**' or the '**Corporation**' shall mean the NHPC Limited, Sector-33, Faridabad, Haryana-121003 and shall include its successors and permitted assigns.
- xvii) Words imparting the '**Singular only**' shall also include the plural and vice versa, where the Contract so requires.
- xviii) The '**Site**' shall mean the land/and or other places on, into or through which the work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
- xix) The '**Specification**' shall mean the specification as per the Contract or bid, as the case may be, and the schedules thereto (if any) and subsequent amendments mutually agreed upon in writing.

- xx) The '**Subcontractor**' shall mean the person, firm/Company named in the Contract for any part of the work or any person, to whom any part of the Contract has been sublet with the consent in writing of the Engineer-in-Charge, and the heirs, legal representatives, permitted successors and assigns of such persons.
- xxi) The terms used under "**Technical Specification and Acceptance Test**" shall have the meaning given to them in relevant issue of the Bureau of Indian Standards or their approved equals applicable on the date of Letter of Award.
- xxii) '**Tests on completion**' shall mean such tests, as are prescribed in specification, to be carried out by the Contractor to the satisfaction of the Engineer-in-Charge before the work is taken over by the Engineer-in-Charge.
- xxiii) '**Writing**' shall include any manuscript, typewritten or printed, statements, under or over signature or seal as the case may be.
- xxiv) The expression '**Works**' or '**Work**' shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of the Contract constructed to be executed whether temporary or permanent and whether original, altered, substituted or addition.
- xxv) 'Terms and Expression not herein defined shall have the same meaning as assigned to them in the Indian Sales of Goods Act 1930, failing that in the Indian Contract Act, 1872 and failing that in the General Clauses Act 1897 or any such Act as the case may be.
- xxvi) "**Pre-commissioning**" means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning.
- xxvii) "**Completion**" means that the Facilities (or a specific part there of where specified) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre- commissioning of the Facilities or such specific part thereof has been completed and commissioning has been attained as per Technical Specifications. The Engineer-in-charge shall issue completion certificate after completion of facilities.
- xxviii) "**Operational Acceptance**" means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfilment of the Contract in respect of Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 48.0 hereof and put into operation on site subject to GCC clause no. 50.0.

## 2.0 CONTRACTOR TO INFORM HIMSELF FULLY

- 2.1 The Contractor shall be deemed to have carefully examined the General Conditions, Specifications, schedules and the drawings and also to have satisfied himself as to nature and character of the work to be executed and, where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Purchaser and or the Engineer shall not in any way

relieve the Contractor of his responsibility for supplying the Plant and Material and for executing the Work, as may be applicable, in terms of the Contract, including all details and incidental works and supply of all accessories though not mentioned in the Contract but necessary for ensuring complete erection and safe efficient working of the Plant and Equipment. If he shall have any doubt as to the meaning of any portion of the Contract, he shall, before signing it, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubt may be removed.

### 3.0 AGREEMENT

- 3.1.1 After issue of the Letter of Intent / Award, the Purchaser shall prepare the Agreement on the stamp paper on the Form enclosed as Annexure-I of GCC for Supply & Erection contracts and the parties shall sign the said Agreement within 30 Days from the date of issue of Letter of Intent / Award. The expenses of completing and stamping the agreement shall be borne by the Contractor. The Contractor shall furnish 10 sets (including 3 original sets) of such Contract Agreements to the Purchaser. After the Agreement, one original set shall be handed over to the Contractor and the remaining two sets shall be retained by the Purchaser.
- 3.1.2 After the bid has been accepted by the Purchaser, all orders or instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer-in-Charge or his authorized representative, in writing, on behalf of the Purchaser.

### 4.0 PERFORMANCE GUARANTEE

- 4.1.1 ~~As per Clause no. 23.1 of SCC Within 28 days after notification of award, the Contractor shall furnish to the Engineer-in-Charge a bank guarantee from an Indian Nationalized Bank or State Bank of India or any Scheduled Bank in India on the Form enclosed as Annexure II to these General Conditions for an amount equal to (3) three percent of the Contract Price by way of guarantee for the due and faithful performance of the Contract along with the other terms and conditions agreed to. If the Contract Price increases or decreases due to variations as mentioned in Clause 13.1 to 13.5 of the General Conditions of the Contract, the amount of Performance Bank Guarantee shall remain unaltered until the amount of such variations does not exceed 20% of the originally awarded Contract Price. Once the amount of variations as above, exceeds 20% of the originally awarded Contract Price, the amount of the PBG shall be increased or decreased by an amount equal to 3% (3 percent) of the amount of variations so ordered with reference to the originally awarded Contract Price so that the total amount of PBG shall remain as 3% of the revised Contract Price (i.e. original Contract Price plus variations). The Performance guarantee shall be valid during the entire warranty period as per Clause No. 51.1 to 51.4 of these General Conditions of Contract. Subject to the requirement of variations exceeding 20% of the original Contract Sum as specified above, the Contractor shall, at his own cost, furnish within one month from the date of issue of change orders for the variations, amended / revised /additional Bank Guarantee, required due to variations in the Contract price, and also get the validity period of bank guarantee furnished by him, extended from time to time till the completion of warranty period as per the provisions of the Contract. The Contractor shall furnish extended / revised bank guarantee to the Purchaser one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended / revised Bank Guarantee~~

~~is not received by the Purchaser with in the specified period of one month, the Purchaser entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.~~

**4.1.2 As per Clause no. 23.2 of SCC** ~~On due completion and commissioning of work in all respect and on expiry of the warranty period as per clause 51.1 to 51.4 of these General Conditions, the bank guarantee shall be returned to the contractor without any interest on presentation of an absolute “No Demand Certificate” from the Purchaser and upon the return, in good conditions, of any Specifications, Drawings, tools or tackles or any other property belonging to the Purchaser which may have been issued to the Contractor. Provided always that the Purchaser shall be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Purchaser.~~

**4.1.3** The 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.

## 5.0 CONTRACT DRAWINGS: As per Clause no. 16.0 of SCC.

- ~~5.1 The Contractor shall submit, number of sets of drawings as per Technical Specifications (GTS & PTS) of tender document, to the Engineer-in-Charge for his approval of General Arrangement and drawings, such detailed drawings as specified in the Contract or otherwise reasonably necessary.~~
- ~~5.2 Within 30 days of the receipt of such drawing, the Engineer-in-Charge shall signify his approval to the Contractor and in the event of his disapproving the drawings, the Contractor shall submit fresh / amended drawings within 30 days of such disapproving as per requirement of the Purchaser for his approval.~~
- ~~5.3 No extension in contractual delivery time shall be allowed on account of the time consumed in submission and examination of the defective drawings and resubmission of the corrected drawings.~~
- ~~5.4 Within a reasonable period of the notification by the Engineer-in-Charge to the Contractor of his approval of such drawing, number of sets of drawings as per GTS&PTS of tender document as approved shall be supplied by the Contractor and shall be deemed to be the Contract drawings.~~
- ~~5.5 These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer-in-Charge and shall not be deviated from in any way whatsoever, except with the written permission of the Engineer-in-Charge as hereinafter provided. During the execution of the works, one set of drawings shall be available for reference on the site also.~~
- ~~5.6 In the event of the Contractor desiring to possess a signed set of drawings he shall supply four sets instead of three sets, and in that case, the Engineer-in-Charge shall sign the fourth set and return the same to the Contractor.~~
- ~~5.7 The Contractor, if required by the Engineer-in-Charge, shall supply additional copies of any drawings, which may reasonably be required for the purpose of the Contract.~~
- ~~5.8 The Engineer-in-Charge or his duly authorized representative whose name shall have previously been communicated in writing to the Contractor shall have the right at all reasonable times to inspect the goods under manufacture at the factory / works of the Contractor during the currency of the Contract.~~
- ~~5.9 Any bid, drawings, technical data or correspondence which form the basis of an order or a Contract as aforesaid, or which may be furnished by the Contractor for the Purchaser's approval, or information as provided under the said order or Contract, shall be in English and if it is in any other language, a complete translation in English shall be duly furnished.~~

## 6.0 MISTAKE IN DRAWING

- 6.1 The Contractor shall be responsible for and shall pay the cost for alternations of the work due to any such discrepancies, errors and omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer-in-Charge or not, provided that if such discrepancies, errors, or omissions are due to inaccurate information or particulars furnished to the Contractor by the Purchaser, any alternations in the work necessitated by reasons of such inaccurate information or particulars shall be paid for by the Purchaser.
- 6.2 If any dimension figured upon a drawing or a plan differ from that obtained by scaling the drawings or plan, the dimension as figured in the drawing or plan shall be taken as correct.

## **7.0 SUBLETTING/SUBCONTRACTING/VENDORS OF CONTRACT**

- 7.1 The Contractor shall not, without the prior consent in writing of the Engineer-in-Charge or Purchaser, which shall not be unreasonably withheld, assign or sublet or transfer his Contract, or substantial part thereof other than for raw materials, for minor details, or for any part of the work, of which the suppliers and or erectors are named in the Contract, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

## **8.0 PATENT RIGHTS**

- 8.1 In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of patent rights in respect of any machine, plant, work or thing used or supplied as may be applicable in terms of the Contract, by the Contractor, under this Contract, or in respect of any method of using or working by the Purchaser of such machine, plant, work or thing, the Contractor shall indemnify the Purchaser from and against such claim or demand and all costs and expenses arising from or incurred by reasons of such claim whatsoever or demand. The Purchaser shall notify the Contractor immediately any claim is made and that the Contractor shall be at liberty if he so desires with the assistance of the Purchaser, if required, but at the Contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant work or thing, as aforesaid, shall be used by the Purchaser for any purpose in any manner other than that for which they have been supplied and/or the works executed by the Contractor as specified under the Contract.

For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.

The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

The Employer shall, however, be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the Contract including, if required, for operation and maintenance.

## **9.0 MATERIALS AND WORKMANSHIP**

- 9.1 All plants, materials, etc., as may be required to be supplied and/or used and all such work to be executed by the Contractor in terms of the Contract and as per the specification, shall be of the best quality and workmanship, capable of satisfactory operation under the operating and atmospheric conditions as may be specified in the Contract. Unless otherwise specified they shall conform in all respects to the requirements of the latest edition of the relevant Indian Standard specifications on that behalf.
- 9.2 Contractor may offer equipments, materials etc., as aforesaid, manufactured in accordance with other well recognized standards but shall, in that case, supply a copy in English language of the standard specifications adopted by them and shall clearly mention in what respect such standard specifications differ from corresponding Indian Standard Specifications. These should comply with one consistent set of standards only as far as possible.
- 9.3 All materials shall be erected after being approved and passed by the Engineer-in-Charge. The erection shall be done according to the best practices being followed with the best erection equipments and tools, so as to give satisfactory results. The dimensions shown on the drawings shall be adhered to strictly and work performed to the satisfaction of the Engineer-in-Charge. The Contractor shall guarantee all workmanship executed by him to be free from defects whatsoever.

## **10.0 INTERCHANGEABILITY**

- 10.1 All parts shall be made accurately to standard gauges so as to facilitate replacement and repairs. All corresponding parts of similar material shall be interchangeable.

## **11.0 PACKING AND MARKING**

- 11.1 The Contractor shall be responsible for securely protecting and packing the plant, materials, etc., as may be required to be supplied by the Contractor in terms of the Contract, as per prescribed standards in force to withstand the journey and ensuring the safety of materials and also arrival of the same at destination in original condition and good for contemplated use so as to avoid damage under normal conditions of transport and to comply with such other conditions as specified in the Contract.
- 11.2 Each bundle or package shall have the following marking on it:-
- a) The name and address of the consignee.

- b) Destination.
  - c) The relevant marks, reference numbers etc. for easy identification.
- 11.3 Each package shall also be accompanied with detailed packing lists to facilitate checking up of the contents at the destination.

## **12.0 FENCING AND LIGHTING FOR WORKS**

- 12.1** The Contractor shall at all times, provide sufficient fencing, notice boards, lights and watchmen to protect and guard the work. In case, the Contractor fails to make such provision or any provision made by him is considered by the Purchaser to be inadequate, the Purchaser may make such provision or further provisions, as he may consider necessary and charge the cost thereof to the Contractor.
- 12.2** If during, the period of erection, the Contractor or his workmen or servants shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused by any cause whatsoever to other works whether in progress or completed forming part of the work, for which the plant is being installed, or if any imperfections become apparent in these works the cause of which imperfection are attributable to the Contractor or his workmen or servants, the Contractor shall make good such damages and imperfections and if he fails to do so within a reasonable time, the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may be due on them or at any time thereafter become due to the Contractor or from his Performance Guarantee or the proceeds of sale thereof or of a sufficient portion thereof may recover otherwise.

## **13.0 POWER TO VARY OR OMIT WORK**

- 13.1** No alternations, amendments omissions, additions, substitutions, or variations of the work (hereinafter referred to as 'Variations') under the Contract shall be made by the Contractor except those directed in writing by the Engineer-in-Charge, but the Engineer-in-Charge shall have full power subject to the provisions hereinafter contained, from time to time during the execution of the Contract by giving notice in writing, to instruct the Contractor to make such variation, provided the variation so ordered / instructed shall not result in change of the scope of the Contract and the Contractor shall carry out such variations, and be bound by the same conditions as if the said variations occurred in the Contract.
- 13.2** If any suggested variation would in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer-in-Charge thereof in writing, and the Engineer-in-Charge shall decide forthwith whether or not the same shall be carried out, and if the Engineer-in-Charge confirms his instruction, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The decisions of the Engineer-in-Charge in this regard shall be final and binding.
- 13.3** The difference in cost, if any occasioned by such variations, shall be added to or deducted from the Contract Price as the case may be. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the Agreement.
- In case such rates are not available in the Agreement, they shall be settled mutually by the Engineer-in-Charge and Contractor. Even if there is disagreement regarding

the rates to be paid, the Contractor shall carry out the work inclusive of the variations and the matter in difference. Provided that in case no final settlement is arrived for such rates, then such disagreement shall be settled as per sub-clause 53.1 to 53.2 of General Conditions of Contract.

- 13.4** In the event of the Engineer-in-Charge requiring any variations, such reasonable and proper notice shall be given to the Contractor to enable him to make his arrangements. Accordingly, in cases where goods or materials are already prepared/procured, or any designs, drawings or patterns made or work done that require to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer-in-Charge.
- 13.5** In every case in which the Contractor shall receive instructions from the Engineer-in-Charge for carrying out such work which, either then or later, will be in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible (but not later than 30 days) after the receipt of such instructions, inform the Engineer-in-Charge of such claim for additional payment.

#### **14.0 NEGLIGENCE**

- 14.1** If the Contractor neglect to manufacture plant & equipments or execute the work in terms of the Contract as the case may be, with due diligence and expectation, or refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-Charge in connection with the work, or contravene any provisions of Contract, the Purchaser may give seven days' notice in writing to the Contractor to make good the failure, neglect or contravention complained of within reasonable time as specified by Engineer-in-charge. If the Contractor fail to comply with the notice and in the event of failure, neglect, or contravention capable of being made good within that time, then and in such a case the Purchaser shall forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the Contractor's hands and give it to another person(s) or Contractor at a reasonable price or provide any other materials, tools, tackle, or labour for the purpose of completing the work, or any part thereof, and in that event the Purchaser shall, without being responsible to the Contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackles, or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.
- 14.2** If the cost of executing the work, as aforesaid, shall exceed the balance due to the Contractor and Contractor fails to make good the deficiency, it shall be lawful for the Purchaser to make good such deficiency in the manner it may deem fit in terms of the Contract and the Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools, tackles, or things belonging to the Contractor and the proceeds of such sale shall be applied towards the payment of such deficiency and the cost of any incidental to such sale and any balance remaining

after crediting the same shall be paid to the Contractor on the certificate of the Engineer-in-Charge, provided that when all expenses, cost and charges incurred on the completion of the work are paid by the Contractor, all such materials, tools tackle or other things remaining unsold shall be removed by the Contractor.

## 15.0 COMPLIANCE WITH REGULATIONS

15.1 The Contractor shall comply with all applicable laws, ordinances, codes, approved standards, rules and regulations and shall procure all necessary municipal and government permits, licenses etc. at his own cost. The Contractor shall keep the Purchaser and Engineer-in-Charge harmless as a result of any infractions thereof.

15.2 Unless otherwise specified, all works to the extent applicable shall be carried out in accordance with The Electricity Act, 2003 & relevant rules thereof, or any amendment thereto which may be notified during the currency of the Contract and the requirement of any other Rules, Regulation and Acts in India to which the Purchaser may be subjected to.

### 15.3 COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:

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 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) thereto are given below.

(i) Employees 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 as amended by The payment of Gratuity (Amendment) Bill 2010.

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

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

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

- a) Pension or family pension on retirement or death as the case may be.
- b) Deposit linked insurance on the death in harness of the worker.
- c) Payment of PF accumulation on retirement/death etc.

- (iv) Maternity Benefit Act 1961 (Ammended)

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 / money 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 or 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 State Government of Manipur 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. 7000/- PM or the minimum wages for the scheduled employments as fixed by the appropriate Govt. whichever is higher above upto Rs. 10,000/- PM shall be worked out by taking wages as Rs .3,500/- p.m. only. 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 inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling 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 at rate of 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.

(xix) The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) the rules made thereunder and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

The compliance of all the above mentioned Acts shall be read alongwith latest amendments (if any) of the respective Act.

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.

Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation except those specifically mentioned in GCC Clause 59.0.

- 15.4 The Contractor shall be responsible to secure compliance with all central & state Government laws as well as rules, regulations, bye laws and others of the local authorities and statutory bodies as may be in force from time to time as applicable. The Contractor shall also be responsible for giving the required notice to any statutory or local bodies as required by law and obtain all requisite licenses as applicable to him under the contract. The Contractor at all times shall indemnify the Employer against all claims, damages or compensation, any action is taken against

the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

## 16.0 DEATH, INSOLVENCY AND BREACH OF CONTRACT

16.1 The Purchaser may at any time, by giving notice, in writing summarily determine the Contract without compensation to the Contractor in any of the following events, that is to say:

- i) If the Contractor being an individual, or a firm or any partner thereof, shall at any time, be adjudged insolvent or shall have received order for administration of his estate made against him or shall take any proceeding for compensation under the Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm has been dissolved under the Partnership Act; or
- ii) If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the court or Debenture holders to appoint a Receiver, Liquidator or manager; or
- iii) If the Contractor commits any breach of the Contract not herein specifically provided in the Contract.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also that the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to gain on such purchase.

## 17.0 TIME FOR COMPLETION

17.1 The Contractor shall provide full programme of the Supplies and or Works in detail and delivery schedule thereto. Strict adherence to the prescribed time schedule mentioned in the Contract shall be the essence of the Contract.

17.2 The Contractor shall submit to Employer Work Programme showing the various major activities for completion of work including Supply, delivery, erection schedule thereto. Such programme shall be subject to approval by Engineer-in-Charge.

## 18.0 DELAY IN WORKS

18.1 ~~As per SCC Clause No.9.0. If the Contractor fails to attain completion of the scope of work or any part thereof within the prescribed time for completion under clause 17.0 or any extension thereof under GCC Clause 22.1 to 22.3 (Extension of time for Completion), the Contractor shall pay to the Purchaser liquidated damages equal to~~

~~the amount computed @ ½ (half) percent per week or part thereof of the Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price.~~

18.2 Deleted

## **19.0 MANAGEMENT MEETINGS**

**19.1** Either the Engineer-in-Charge or the Contractor may require the other to attend a Management Meeting. The business of a Management Meeting to be held at the place decided by the Engineer-in-Charge shall be to review the plans for remaining works and to deal with matters raised in accordance with the Early Warning Procedure.

**19.2** The Engineer-in-Charge shall record the business of Management Meetings and shall provide copies of the minutes of record of the meeting to those attending the meeting and to the Contractor. The responsibility of the parties for actions to be taken is to be decided by the Engineer-in-Charge either at the Management Meeting or after the Management Meeting and stated in such record of the meeting.

## **20.0 EARLY WARNING**

**20.1** The Contractor is required to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may delay the execution of works. The Engineer-in-Charge may require the Contractor to provide an estimate of the expected effect of the event or circumstance and Completion date.

**20.2** The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge.

## **21.0 CASH FLOW FORECAST**

**21.1** When the Program is updated, the Contractor is to provide the Engineer-in-Charge with an updated cash flow forecast.

## **22.0 EXTENSION OF TIME FOR COMPLETION**

**22.1** The Time(s) for Completion specified in the Contract may be extended if the work is delayed or the Contractor is impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the scope of work
- (b) any occurrence of Force Majeure as provided in GCC Clause 52.1 to 52.5.
- (c) any suspension of work order given by the Engineer-in-charge under GCC Clause 23.1 to 23.4 (Suspension) hereof or reduction in the rate of progress pursuant to GCC Clause 23.2 or
- (d) any default or breach of the Contract by the Purchaser, specifically including failure to supply the items to be supplied by the Purchaser as per the Contract Agreement, or any activity, act or omission of any other contractors employed by the Purchaser or

(e) by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

**22.2** Except otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer In-Charge his request for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such request and supporting particulars for such time extension, Engineer-in-Charge shall convey his decision upon the period of such extension to the Contractor.

**22.3** The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delays due to such failures shall not be considered in assessing the time extension.

**22.4** Deleted.

## **23.0 SUSPENSION**

**23.1** The Engineer In-Charge may request, by giving notice to the Contractor, to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the work) until ordered in writing to resume such performance by the Engineer In-Charge.

If, by virtue of a suspension order given by the Engineer In-Charge, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer In-Charge requiring that the Purchaser shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change Amendment excluding the performance of the suspended obligations from the Contract.

If the Purchaser fails to do so within such period, the Contractor may, by a further notice to the Engineer In-Charge, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part or, where it affects the whole of the Work, as termination of the Contract.

**23.2** If

(a) the Purchaser has failed to pay the Contractor any sum due under the Contract within the specified period or has failed to approve any invoice or supporting documents without just cause pursuant to Payment Terms, or commits a substantial breach of the Contract, the Contractor may give a notice to the Purchaser that requires payment of such sum, with interest thereon as stipulated in the Contract, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to

approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or

- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Works;

then the Contractor may by giving fourteen (14) days notice to the Purchaser suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

- 23.3** If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 23.1 to 23.2, then the Time for Completion shall be extended in accordance with GCC Clause 22.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Purchaser to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract, by the Contractor.

- 23.4** During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Work or any Contractor's Equipment, without the prior written consent of the Purchaser.

## **24.0 USE OF ROADS**

- 24.1** The Contractor may be allowed to use private roads, if any built by the Purchaser in connection with the construction work. The Purchaser may also help the Contractor in obtaining permission for using canal or other service roads for transport of Contractor's men and materials wherever necessary and possible under the rules.

## **25.0 WASTAGE OF MATERIALS**

- 25.1** On completion of work, the Contractor will return balance items over and above actually used on the work. Wastage shall also be returned either in damaged condition or otherwise. However should the necessity arise to deliver the items in excess of the permissible wastage, as may otherwise be specified in the Contract, the cost thereof shall be recoverable from Contractor's bills at rates as specified in the Contract.

## **26.0 SURPLUS MATERIALS**

- 26.1** On completion of the works, all materials left surplus from those supplied by the Contractor under the Contract and those supplied by the Purchaser for erection will be handed over to the Purchaser at the Purchaser's stores.

## **27.0 SAFETY OF STAFF AND LABOURERS**

- 27.1 The Contractor shall provide and make all necessary arrangements for safety of staff and labourers at site of work. The Purchaser will not, in any way be responsible for any accident minor, major or fatal, to any person at the site of works or for any damages arising therefrom during erection, which shall be the Contractor's sole responsibility. The staff insurance charges shall also be borne by the Contractor.

## **28.0 PROGRESS REPORT**

- 28.1 Fortnightly reports showing the actual progress made in the receipt of materials by the Contractor and in completion of various works shall be regularly submitted in duplicate by the Contractor to the Engineer-in-Charge and Engineer of the Contract and further progress reports are to be submitted as per GTS-Volume-III.A.

## **29.0 DEVIATIONS FROM SPECIFICATION**

- 29.1 All departures from the Contract Specification shall be subject to the approval of the Engineer/ Engineer-in-Charge.

## **30.0 RESPONSIBILITY OF THE CONTRACTOR AND EMPLOYER**

- 30.1 The Contractor shall guarantee and be entirely responsible for the execution of Contract in accordance with the specification, schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, correct delivery of materials within the guaranteed completion and warranty period. He shall also guarantee and be responsible for the correct designs and drawings and their accuracy, conformity of all works to the approved designs and drawings their erection, within the guaranteed completion and performance within the warranty period.
- 30.2 The Purchaser shall have the right to require the Contractor to make any such change in the designs which may be necessary in the opinion of the Engineer-in-Charge to make the Plant and Works as the case may be, conform to the provisions & contents of the specification, without any extra cost to the Purchaser. Approval by the Engineer-in-Charge or by the representative of the Purchaser, to the Contractor's or sub-contractor's drawings, designs, materials or of other parts of the works involved in the Contract, or of test carried out either by the Contractor or by the Sub-Contractor shall not relieve the Contractor of any requirements/obligations of the specification or of the responsibility/obligation for the correctness of the Contractor's design and drawings. Any manufacture or the work performed prior to the approval of drawings and tests will be at the risk and cost of the Contractor.
- 30.3 The Contractor shall guarantee and be responsible for handling and storage of all the materials, as erected works up to their taking over by the Purchaser.
- 30.4 **Employer's Responsibilities**
- 30.4.1 The Employer shall ensure the accuracy of all information and/or data to be supplied by the Employer as described in the Contract.
- 30.4.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and

access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Contract Agreement.

- 30.4.3 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located, which such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract (they include those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract).
- 30.4.4 If requested by the Contractor, the Employer shall use its best endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.
- 30.4.5 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel to enable the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, and shall perform all Work and Services of whatsoever nature including those required by the Contractor, all in accordance with the provisions of the Contract Agreement at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 17.0 (Time for Completion) hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.
- 30.4.6 The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Clause 17.0, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 48.0.
- 30.4.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 30.4 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 48.0.

### **31.0 TRAINING OF PURCHASER'S STAFF**

- 31.1 The Contractor shall impart training to Employer's personnel as per clause no. 1.2 of 'Section-1 General Technical Specification' under (Vol. IIIA).

### **32.0 INSPECTION AND TESTING**

- 32.1 The Engineer-in-Charge and his duly authorized representatives shall have, at all reasonable times access to the Contractor's premises, and shall have the power, at all reasonable time, to inspect and examine the materials and workmanship of the plant during its manufacture shop assembly and tests and if part of the plants is being manufactured on other premises, the Contractor shall obtain for the Engineer-in-Charge and his duly authorized representative, permission to inspect it as if the plant was manufactured on the Contractor's own premises.

- 32.2 The Engineer-in-Charge shall, on giving seven days notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of workmanship connected with such work which in his opinion, are not in accordance with the Contract or/are, in his opinion, defective for any reason, whatsoever provided that, if such notice be not sent to the Contractor within a reasonable time after the grounds upon which such notice is based have come to the knowledge of the Engineer-in-Charge, he shall not be entitled to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise all tests shall be made at the Contractor's works before shipment.
- 32.3 The Contractor shall, if required, give the Engineer-in-charge, notice of any plant, being ready for testing, and the Engineer-in-charge or his representative, if so desired, shall, on giving twenty-four hours previous notice in writing to the Contractor, attend at the Contractor's premises within fifteen days of the date on which the plant is notified as being ready failing which, visit or alternatively if the Purchaser, at its own discretion waives of the inspection and testing the Contractor may proceed with the tests which shall be deemed to have been made in the Engineer-in-Charge's presence, and he shall forthwith forward to the Engineer-in-Charge duly certified copies of the test results and certificates in six copies for approval of the Purchaser. The Plant shall be dispatched only after the test certificates have been approved by the Purchaser in writing.
- 32.4 In all cases where the Contract provides for tests, whether at the premises of the Contractor or of any sub-contractor except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments, as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the Contract, and shall give facilities to the Engineer-in-Charge or to his authorized representative to accomplish such testing.
- 32.5 If special tests other than those specified in the Contract, are required, they shall be paid for by the Purchaser as 'Variation' under Clause 13.1 to 13.5. If inspection is got done through an independent authority at the option of the Purchaser, the inspection fee, if any, shall be paid by the Purchaser.
- 32.6 When the tests have been satisfactorily completed at the Contractor's works, the Engineer-in-Charge or his authorized representative shall issue a certificate to this effect. The Engineer-in-Charge or his authorized representative will jointly seal the material inspected in testimony of inspection being carried out by him.
- 32.7 Neither the waiver of inspection nor acceptance after inspection by the Purchaser shall, in any way, relieve the Contractor of the responsibility of supplying the plant & equipment strictly in accordance with the specifications, drawing etc.
- 32.8 Immediately after the acceptance of the bid of the Contractor, the Contractor shall send four copies of mill or ship orders for materials purchased for use in manufacture which will be required to be inspected at points other than the Contractor's work before shipment. All such orders shall quote the requirements of specifications for the materials to be furnished and shall mention where the materials are to be manufactured.
- 32.9 In all cases where the Contract provide for tests on the site, the Purchaser, except where otherwise specified, shall provide, free of charges, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be required from time to time, as may reasonably be demanded to carry out such test of the plant or

workmanship in accordance with the Contract. In the case of the Contractor requiring electricity for tests on site, such electricity shall be supplied to the Contractor in the most convenient form available.

### **33.0 DELIVERY OF PLANT**

- 33.1 The Contractor shall give Seven (7) days' notice to Employer regarding dispatch instruction in respect of equipment requiring witnessing of inspection by Employer's representative as per QTS/ MQAP. In case dispatch instruction is not given by Employer within 7 days of written intimation from Contractor, then second notice shall be given by contractor for another Seven (7) days. Even after 14 days, if employer fails to give dispatch instruction then without further notice, the contractor shall dispatch the material.
- 33.2 The Contractor shall deliver the plant/material in accordance with the terms of the Contract at the time/times at the place/places and in the manner specified in the Contract. The Contractor shall comply with the instructions that may be given by the Purchaser from time to time regarding the safe transit of the plant/material.
- 33.3 Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The Supplier shall further supply to the consignee, in triplicate, a priced invoice and packing list of all stores delivered or dispatched by him.
- 33.4 In case of any damage or loss occurred in transit upto destination, it shall be the liability of the Contractor to initiate or pursue the claim with Insurance Company. He should also take immediate steps to repair the damaged apparatus or replacement thereto. Any extension of time limit required in such contingency will be considered by the Purchaser on merits.

### **34.0 WORK ON SITE**

- 34.1 Suitable access to and possession of the site for the purpose of erection shall be offered to the Contractor in reasonable time. The erection shall be carried out at such time as the Purchaser may approve so as not to interfere unnecessarily with the conduct of the Purchaser's business, but the Purchaser shall give the Contractor all reasonable facilities for carrying out the work.
- 34.2 No person other than the Contractor, sub-Contractor, and workmen and the Contractor's duly authorized agents shall, except with the special permission in writing of the Engineer-in-Charge or his representative, be allowed to do any work on the site in connection with installation work, but access to the work, shall at all times be accorded to the Engineer-in-Charge and his representatives and other authorized officials of the Purchaser.
- 34.3 The Purchaser shall ensure readiness of the associated Civil works including foundations matching with the requirements at site as per the Inspection Schedule approved by the Engineer-in-Charge.

### **35.0 ENGINEER-IN-CHARGE**

35.1 If the Engineer-in-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Engineer In-Charge. The Employer may from time to time appoint some other person as the Engineer In-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take all reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Engineer In-Charge shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer In-Charge, except as herein otherwise provided.

35.2 All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer-in-Charge. The Contractor shall be responsible for the corrections of the positions, levels, and dimensions of the works according to the drawings, notwithstanding that he may have been assisted by the Engineer-in-Charge in setting out the same.

### **36.0 ENGINEER-IN-CHARGE'S DECISION**

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

### **37.0 CONTRACTOR'S REPRESENTATIVE AND WORKMEN**

37.1 The Contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer-in-charge by the Contractor, to superintend the erection and carrying out of the works. The said representative, or if more than one be employed, then one of the representatives shall be present on the site during working hours, and any written orders, or instructions which the Engineer-in-Charge or his duly authorized representative, whose name shall have been previously communicated in writing to the Contractor, may give to the said representative of the Contractor, shall be deemed to have been given to the Contractor.

37.2 The Engineer-in-Charge shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who, in his opinion, misconduct himself or be incompetent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer-in-Charge of notice in writing requiring him to do so and shall provide in his place competent representative at the Contractor's expense.

### **38.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

38.1 The Contractor shall be responsible for loss, damage or depreciation of goods or plant / equipment upto delivery at site to the authorized consignee of the Purchaser.

- 38.2 The Contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over as per clause 50.1 to 50.4 of these General Conditions or is deemed under that clause to have been taken over provided always that the Contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 50.1 to 50.4.
- 38.3 Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to person or damage to property resulting from the negligence of the Contractor or from defective design or work, but not from other causes.
- 38.4 Provided the Contractor shall not be liable for any loss of profit or any loss out of Contract or any other claim made against the Purchaser not already provided for in the Contract, nor for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contractor has no control nor shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 38.5 The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims, demands, costs or expenses caused in connection with injuries (other than such as may be attributable to the Purchaser or his employees) suffered prior to the date when the Plant shall have been taken over under clause 50.1 to 50.4 hereof by persons employed by the Contractor or his sub-contractor on the work whether at common law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of Contract relating to the question of the liability of employers for injuries suffered by employees, and will, if called upon to do so, take out the necessary policy or policies of insurance to cover such indemnity.
- 38.6 In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall with the assistance, if he so requires, of the Purchaser, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case, the Purchaser shall at the request and expense of the Contractor afford all reasonable and available assistance for any such purpose.

**39.0 INSURANCE :**

- 39.1 The Contractor shall insure the plant and equipment to be supplied by him and shall keep it insured against loss by theft, destruction or damage by fire, flood, under exposure to the weather, or riots, civil commotion, war or rebellion, or any other kind of loss or damage during transit for the full value of the plant from the time of dispatch and upto the time of its erection and successful Testing and Commissioning and upto its warranty period as per clause 51.1 to 51.4 of GCC.
- 39.2 The Contractor shall also ensure the insurance of all the plants & equipments or the materials to be arranged separately by the Purchaser (as per the detail list provided by the Purchaser) and handed over to the Contractor for erection, including the estimated

cost of erection etc. as per the terms of the Contract, until the works and the surplus materials are taken over by the Purchaser under Clause 50.1 to 50.4 of the General Conditions of Contract.

#### 40.0 REPLACEMENT OF DEFECTIVE WORK OR MATERIAL

40.1 If during the progress of the work, the Engineer-in-Charge shall decide and notify, in writing, to the Contractor that the Contractor has executed any unsound or imperfect work or has supplied any plant, material etc. as may be covered under the scope of the work, inferior in quality to that specified, the Contractor, on receiving details of such defects or deficiency, shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials upto the standard of the Specification and in case the Contractor shall fail to do so, the Purchaser may, on giving the Contractor seven days notice in writing of his intention so to do, proceed to remove the work complained of, and at the cost of the Contractor, perform all such work or supply all such material, provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any right under the Contract, which he may otherwise have in respect of such defects or deficiencies.

#### 41.0 TERMS OF PAYMENT

41.1 ~~Subject to any deduction which the Purchaser may be authorised to make under the Contract and/or any additions or deductions provided for under clause 13.1 to 13.5 of these General Conditions, the Contractor shall be entitled to payment as follows:[Refer SCC clause no. 10.0]~~

##### 41.1.1 ~~FOR SUPPLY OF PLANT / EQUIPMENT ETC.:~~

###### A. ~~FOR SUPPLIES~~

- i) ~~90% of the Contract Price of the material supplied alongwith 100% taxes & duties subject to documentary evidence against presentation of the following documents to the Consignee:~~
  - a) ~~Evidence of despatch (GR / LR etc.)~~
  - b) ~~Contractor's detailed invoice~~
  - c) ~~Detailed packing list~~
  - d) ~~Test Certificate(s).~~
  - e) ~~Inspection Report/ Despatch Instructions~~
  - f) ~~Copy of Insurance Intimation/ Cover.~~
- ii) ~~10% of the Contract Price and price variation claims, if any, shall be paid upon taking over of the equipment after successful erection and commissioning.~~

###### B. ~~ERECTION & COMMISSIONING~~

~~90% of the erection cost will be paid on monthly completion of erection work at prorata basis/unit rate basis as may be applicable subject to the verification of the bill by the Engineer-in-Charge.~~

~~Balance 10% of the cost of the erection work done will be paid on the successful completion and commissioning and testing of the work under the Contract.~~

- 41.2 All payments will be made in Indian Rupees, unless otherwise specified in the Contract.
- 41.3 In the event of the Supplier/Contractor not being able to supply the materials or to carry out works in accordance with the terms of the Contract, the Purchaser shall have the right to recover any sums, advance from the Contractor and from his assets.

#### **42.0 DEDUCTIONS FROM CONTRACT PRICES**

- 42.1 All costs, claims, damages or expenses which the Purchaser may have paid for which under the Contract the Contractor is liable, may be deducted by the Purchaser from the proceeds of the Performance Guarantee or from any money due or which may become due to the Contractor under the Contract.
- 42.2 Any sum of money due and payable to the Contractor (including Performance Guarantee returnable to him) under this Contract may be appropriated by the Purchaser and set off against any claim of the Purchaser out of or under any Contract made by the Contractor with the Purchaser.
- 42.3 It is an agreed terms of the Contract that the sum of money so withheld if retained under this clause by the Purchaser shall be kept, withheld or retained as such by the Purchaser till the claims arising out of in the same Contract are mutually settled and the Contractor shall have no claim for interest or damage whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

#### **43.0 FINAL BILL**

- 43.1 The final bill relating to the Contract shall be prepared only when the Plant has/have been installed and tested for final acceptance under Clause 48.0 and it will include the adjustment of all claims against the Contractor as well as all claims admitted and accepted for payment in favour of the Contractor by the Engineer-in-Charge up to the date of preparation of the final bill.

#### **44.0 PAYMENT UPON TERMINATION**

- 44.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law. If the total amount due to the Purchaser exceeds any payment due to the Contractor, the difference shall be a "debt" payable to the Purchaser.

44.2 If the Contract is terminated at the Purchaser's convenience or because of a fundamental breach of Contract by the Purchaser, the Engineer-in-Charge shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law.

#### **45.0 PERMITS AND VISAS**

45.1 The Corporation shall, on application from the Contractor, assist for the issuance of the necessary permits and visas for the Contractor's foreign personnel, if any. The Corporation shall not, however, be responsible for any delay on this account.

#### **46.0 REGULATIONS OF LOCAL AUTHORITIES:**

46.1 The Purchaser shall during the currency of this Contract and in respect of all matters arising out of performance thereof, assist the Contractor in the service of all notices and the obtaining of all consents, approval and permission required in accordance with the regulations and by laws of any local or other authority, if so necessary and applicable to the works, and also in the obtaining of right of way and like facilities from private parties. The Purchaser shall not, however, be responsible for any delay on this account and the Contractor shall not be absolved of any of his contractual obligation whatsoever in this regard.

#### **47.0 DUE DATE OF PAYMENT**

47.1 Payment for erection and commissioning shall be due and payable by the Purchaser in accordance with the provision of clause 41.1 to 41.3 of these General Conditions at the end of the month following that in which value/ quantity of work done is measured and accepted by the Engineer-in-Charge and the amount due is worked out.

#### **48.0 TEST ON COMPLETION**

48.1 Whenever possible, all tests shall be carried out before shipment. Should, however, it be necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the Contractor's representative within reasonable time of the completion of erection.

48.2 The final tests, as to performance and guarantees, as specified in the Contract shall be carried out by and in the presence of Contractor's representative within a reasonable time of the completion of erection.

48.3 If the results of these tests shall not come within the margin specified, the tests shall, if required to be repeated after the plant/work is ready for re-test and the Contractor shall repay to the Purchaser all reasonable expenses to which he may be put by such tests.

- 48.4 Deleted
- 48.4.1 Deleted
- 48.4.2 Deleted
- 48.4.3 Deleted
- 48.4.3.1 Deleted
- 48.4.3.2 Deleted
- 48.4.4 Deleted

## **49.0 REJECTION OF DEFECTIVE PLANTS/WORKS**

49.1 If the completed Plants/Works or any portion thereof, before it is taken over, be found to be defective, or being failed to fulfil the requirements of the Contract, the Engineer-in-Charge shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forthwith make the defect good or alter the same to make it comply with the requirements of the Contract. If the Contractor fails to do so within reasonable time, the Purchaser may reject and replace at the cost of Contractor, the whole or any portion of the Plant/Works as the case may be which is defective or fails to fulfil the requirements of the Contract, such replacement/rectification shall be carried out by the Purchaser within the requirements of the Contract within a reasonable time and at the reasonable price and where reasonably possible to the same specification and under competitive conditions. In case of such replacement/rectification delivered and or erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under the provisions above mentioned for such replacement/rectification and the Contract price for the plant/works so replaced/rectified and also to repay any sum paid by the Purchaser to the Contractor in respect of such defective plant/works.

49.2 In the event of such rejection, the Purchaser shall be entitled to the use of the Plant/Work in reasonable and proper manner till a time reasonably sufficient to enable him to obtain other replacement plant/carryout the rectification of the Work. During the period the rejected plant/work is used commercially, the Contractor shall be entitled to a reasonable sum of payment for such use. Provided that the decision of the Engineer-in-Charge in regard to quantum of such payment shall be final and binding on the Contractor.

## **50.0 TAKING OVER**

50.1 Where the specification calls for performance tests before shipment and these have been successfully carried out, the Plant/Work shall be accepted and taken over when it has been satisfactorily put into operation on site or within one month of being ready

to be put into operation whichever shall be the earlier and the Engineer-in-Charge shall forthwith issue a Taking Over Certificate.

- 50.2 When the Contract clause calls for tests on site, the Plant / Work shall be taken over and the Taking Over Certificate issued immediately after such tests have been satisfactorily carried out.
- 50.3 If, for any reason other than the default of the Contractor, such last mentioned test on site shall not be carried out within one month notice by the Contractor to the Purchaser of the Plant/Work being ready for test, the Plant/Work shall be deemed to have been taken over as on the last day of such period and payment due to the Contractor on taking over, shall be made but nevertheless the Contractor shall, if called upon to do so by the Purchaser, but at the Purchaser's expense, make the said tests during the warranty period and accept as aforesaid under the same obligation as specified in clause 48.0.
- 50.4 The Engineer-in-Charge shall not delay the issue of any Taking Over Certificate contemplated by this clause on account of minor deficiencies of material or defects in the Plant/Work which do not materially affect the commercial use thereof, provided that the Contractor shall undertake to make good the same in the due course at his own expense.

#### **51.0 WARRANTY: As per SCC Clause No. 3.0**

- ~~51.1 For a period of 12 (twelve) calendar months commencing upon the setting to work of Plant or 18 months from the date of despatch of equipment (last consignment in case of despatch in parts) to the Purchaser whichever is earlier (called the warranty period), the Contractor shall remain liable to replace any defective parts that may develop in the Plant of his own manufacture or those of his Sub-contractor under the conditions provided in the Contract under proper use and arising solely out of faulty design, materials or workmanship, provided always that such defective parts as are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the Plant are promptly returned to the Contractor's works at the expense of the Contractor unless otherwise arranged.~~
- ~~51.2 If it becomes necessary for the Contractor to replace or renew any defective parts of the Plant under this clause, the provisions of the first para, of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be later.~~
- ~~51.3 If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Contractor in respect of such defects.~~
- ~~51.4 At the end of the warranty period, the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of such guarantee given to the Contractor by the original manufacturer of such goods.~~

**52.0 FORCE MAJEURE**

- 52.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party effected by such force majeure shall be treated as suspended for the period during which such force majeure lasts.
- 52.2 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- (a) War and other hostilities(Whether war be declared or not),invasion ,act of foreign enemies, mobilization ,requisition or embargo ;
  - (b) Rebellion, revolution, insurrection, military or usurped power and civil war;
  - (c) Ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
  - (d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
  - (e) Acts of God such as earthquake (above magnitude of 7 Richter Scale), lightning, unprecedented floods, spread of Pandemic where lock down/movement restrictions are declared/notified by Government.
- 52.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.
- 52.4 Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.
- 52.5 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution.
- 52.6 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall constitute a default or breach of the Contract if and to the extent that such delay or non- performance is caused by the occurrence of an event of Force Majeure.

52.7 The respective parties shall bear their own cost during Force Majeure Conditions.

### 53.0 SETTLEMENT OF DISPUTES: As per SCC Clause 22.0.

~~53.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 53.2 has failed, which ever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.~~

~~53.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.~~

### 53.3 Arbitration

~~Except as otherwise provided in Clause 36.1 herein before, all dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Corporation, in relation to or in connection with the Contract, shall be referred to arbitration in the manner provided as hereunder:~~

~~53.3.1 On receipt of such notice, the Purchaser shall send to the Contractor a panel of three persons and thereafter the Contractor within fifteen (15) days of receipt of such panel, communicate to the Purchaser the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Engineer-in-Charge of the Corporation.~~

~~53.3.2 Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Purchaser then after the expiry of the aforesaid stipulated period, the Engineer-in Charge shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.~~

~~53.3.3 The Arbitrator to whom the matter is originally referred being transferred or vacating his office as Sole Arbitrator in the same manner as provided in clause 53.3.2 herein above. Such office or being unable to act for any reason, then the Purchaser shall appoint another person to person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.~~

~~53.3.4 The award of the Arbitrator shall be final and binding on both parties to the Contract. The Arbitrator's fees, as well as the cost of Arbitration proceedings shall be borne equally by either party.~~

~~53.3.5 Irrespective of the amount of claim, the Arbitrator shall give reasons for the award.~~

~~53.3.6 Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.~~

~~53.3.7 The venue of the arbitration proceedings shall be in Delhi or any other suitable and convenient place in India as may be decided by the Learned Arbitrator.~~

~~53.3.8 The Language of arbitration proceedings and of all documents and communications between the parties shall be English.~~

~~53.4 Notwithstanding any reference to the Arbitration herein,~~

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

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

## **54.0 COURT OF COMPETENT JURISDICTION**

54.1 Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Haryana at Chandigarh.

## **55.0 CONSTRUCTION OF CONTRACT**

55.1 The Contract shall in all respects be construed and operated, as a Contract as defined in The Indian Contracts Act 1872.

## **56.0 TERMINATION**

### **56.1 Termination for Employer's Convenience**

56.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 56.1

56.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 56.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below.

(c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractor's personnel from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.

(d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 56.1.3, shall

- (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination.
- (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors.
- (iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

56.1.3 In the event of termination of the Contract under GCC Sub-Clause 56.1.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractor's personnel
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any cancellation charges.
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 56.1.2
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

## **56.2 Termination for Contractor's Default:**

56.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons there for to the Contractor, referring to this GCC Sub-Clause 56.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt

- (b) if the Contractor assigns or transfers the Contractor or any right or transfers the Contract or any right or interest therein in violation of the provision of Assignment. Assignment means – “Neither the Employer nor the Contractor shall, without the express prior written consent of the other (which consent shall not be unreasonably withheld), assign to any third party the Contract shall be entitled to assign either absolutely or by way of charge any moneys due and payable to it or that may become due and payable to it under the Contract.”
- (c) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in execution of the Contract. For the purpose of this Sub-Clause: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

56.2.2 If the Contractor

- (a) has abandoned or repudiated the Contract.
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 23.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- (c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
- (d) Refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 17.0 & relevant Clause ~~no. 12~~ of SCC and relevant clause of technical specifications (Section-III) at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 56.2.

56.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 56.2.1 or 56.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- (e) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

56.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities. Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

56.2.5 Subject to GCC Sub-Clause 56.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 56.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

56.2.6 If the Employer completes the Facilities, the cost of completing the facilities by the Employer shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 56.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due the Contractor under GCC Sub-Clause 56.2.5, the Contractor shall pay the balance to the Employer, and if such excess is

less than the sums due the Contractor under GCC Sub-Clause 56.2.5, the Employer shall pay the balance to the Contractor. The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

### **56.3 Termination by Contractor:**

#### **56.3.1 If**

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to SCC Clause 13 of the Contract Agreement, or commits a substantial breach of the contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in SCC clause 13, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reason for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or
- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, which the Employer is required to obtain as per provision of the Contract or as per relevant applicable laws of the Country. Then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reason for withholding such approval, or to remedy the breach within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 56.3.1, forthwith terminate the Contract.

**56.3.2** The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 56.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

**56.3.3** If the Contract is terminated under GCC Sub-Clause 56.3.1 or 56.3.2, then the Contractor shall immediately

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii)
  - (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site
  - (d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 56.3.4, shall
    - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
    - (ii) deliver to the Employer all drawings, specifications and other prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.
- 56.3.4 If the Contract is terminated under GCC Sub-Clause 56.3.1 or 56.3.2, the Employer all payments specified in GCC Sub-Clause 56.1.3, and reasonable compensation for all loss or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.
- 56.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 56.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 56.3.
- 56.4 In this GCC Clause 56, the expression "Facilities executed" shall include all work executed, Installation Services provided, any all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.
- 56.5 In this GCC Clause 56, in calculating any moneys due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid".

## **57.0 MARGINAL NOTES AND CAPTIONS**

- 57.1 The various headings, marginal notes provided in the Contract against various clauses are only for the facility of reference and shall not be taken into account in the construction of any such clause or the Contract.

## **58.0 ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE PURCHASER**

- 58.1 For all purposes of the Contract, the address of the Contractor mentioned in the bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by separate letter containing no other communications and sent by registered post acknowledgement to the Purchaser/ Engineer-in-Charge. The Contractor shall be solely responsible for the

consequence of an omission committed on his part to notify a change of address in the manner aforesaid.

58.2 Any communication or notice on behalf of the Purchaser in relation to the Contract may be issued to the Contractor by the Engineer-in-Charge and all such communications and notices may be served upon the Contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery or by fax at the option of such officer.

#### **59.0 CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL**

59.1 All documents, correspondence, decisions and other matters concerning the Contract shall be considered as confidential and of restricted nature by the Contractor and he shall not divulge or allow access thereto to unauthorized person of any kind.

#### **60.0 TCS (Tax Collection at Source)**

60.1 Tax Collection at Source (TCS) under Section 206 C(1H) as applicable under Income Tax Act will be ensured by the Contractor. TCS wherever statutorily required under Income Tax Act shall be deposited by the Contractor as per extant rules. After filing the required Returns to Income Tax Department, necessary TCS Certificate will be provided to Employer with in prescribed time limit so that Employer can get the credit of such TCS.

**ANNEXURE-I**

**AGREEMENT**

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

- (1) [Name of Employer], a corporation incorporated under the laws of INDIA and having its principle place of business at [address of Employer] (hereinafter called “the Employer”), and which expression shall include its permitted successors and assigns.
- (2) M/s ..... and having registered office at ..... (herein after referred to as ‘The Contractor’) which expression shall include the permitted successors and assigns.

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

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

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

i)	Section-I	:	Contract Generated on GeM portal along with Schedule of Quantities and Prices and Integrity pact.
ii)	Section-IIA	:	<ul style="list-style-type: none"> <li>• General Conditions of Contract for Supply &amp; Erection</li> <li>• GeM General Terms &amp; Conditions (GeM-GTC) of Contract</li> </ul>
iii)	Section-IIB	:	Special Conditions of Contract (SCC) & Amendment(s) issued by Employer
iv)	Section -III	:	Technical Specification
v)	Section-IV	:	Quality Testing Specifications (QTS) and Model Quality Assurance Plan(MQAP)
vi)	Section-V	:	Information for Contractor and Correspondences with the Contractor

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

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

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

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

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

(For and on behalf of  
the Contractor)

(For and on behalf of  
the Employer)

In the presence of

1.

In the presence of

1.



**Performance Guarantee Form  
Bank Guarantee**

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

Bank Guarantee No. ....

Date .....

To,

*[Employer's Name & Address]*

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 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



**Section-IIA (GCC)**

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)

2. ....  
(Signature)

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

.....  
(Name)

.....  
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

(@) This date will be Ninety (90) days beyond the Contract Period/ Service period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.
5. Bidders shall communicate the following bank details of NHPC to issuing Bank for online confirmation of Performance Security

Beneficiary's (NHPC's) Bank Account detail:

Bank Account No.	00000010813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0017313
Branch Address	Corporate Accounts Group II Branch, 5th Floor, Red Fort Capital Parsvanath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001(Branch Code :17313)

\*\*\*\*\*

**SPECIAL CONDITIONS OF CONTRACT**

These Special Conditions of Contract shall be read and construed, along with the General Conditions of Contract for Supply & erection and in case of any conflict or inconsistency between these Special Conditions of Contract and General Conditions of Contract; provisions of these Special Conditions contained herein shall prevail. Further, in case of any conflict or inconsistency between these Special Conditions of Contract and General Terms & Conditions of GeM Portal, provisions of these Special Conditions herein shall prevail.

**1.0 PRICES:**

Prices (INR) quoted are Firm and Final on FOR Site (Salal Power Station) including provision of labour, tools, plants, materials and performance of work necessary for the Engineering, design, manufacture, quality assurance, quality control, shop assembly, shop testing, delivery at site, testing, commissioning, performance and acceptance testing, training of Employer's personnel, handing over to NHPC, and guarantee for Supply, Installation, Configuration, Commissioning, Testing and Subscription for services of Online Transformer monitoring system as per the technical specifications mentioned, complete with all auxiliaries, accessories and warranting a trouble free safe operation of the installation and considering the scope of work as a comprehensive functional system complete in every respect inclusive all taxes and duties.

**2.0 COORDINATION:**

In the event of contractor is offering equipment manufactured by different manufacturers, it will be his responsibility to fully coordinate the activities of each manufacturer in such a way that the complete equipment contracted for, is manufactured, supplied and generated for successful operation as per the requirement of the specification. This shall specifically apply to among other things, the agreed time schedule, quality control, testing process, dispatch, installation and commissioning etc.

**3.0 WARRANTY: The GCC clause Warranty is replaced by GUARANTEES/ WARRANTY and Sub-clause no.51.1,51.2,51.3 & 51.4 of GCC is deleted and is replaced with the following :**

**GUARANTEES/ WARRANTY:**

**51.1** The Contractor shall guarantee for eighteen months after equipment is put in operation or twenty four months after the equipment has reached at site, whichever is earlier among other things the following:

1. Adequate factors of safety for all parts of equipment to withstand the mechanical and/ or electrical stresses developed therein.
2. Suitability of design and workmanship of the equipment for the conditions envisaged in these specifications.
3. It must be clearly understood that the Contractor shall be responsible for free of cost replacement at site, any parts of the equipment, that may prove faulty or fail by reasons of any of the causes as stated above, within Eighteen months after equipment has been put into operation or twenty four months after the equipment has reached at site, whichever is earlier.

**51.2** If it becomes necessary for the Contractor to replace or renew any defective parts of the Plant under this clause, the provisions of the first para, of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the 18 months from the date of commissioning whichever is later.

**51.3** If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the Work at the Contractor's risk and expenses, but without prejudice to other rights, which the Purchaser may have against the Contractor in respect of such defects.

**51.4** At the end of the warranty period, the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of such guarantee given to the Contractor by the original manufacturer of such goods.

After Sub-clause 51.4 of GCC, add new Sub-clauses as below:-.

**51.5** The Supplier shall furnish copies of all the test certificates of material used for manufacture and also the test certificates of the tests conducted on the equipment after manufacture and assembly at their works/ works of sub-vendor.

**4.0 LATENT DEFECTS AND OMISSIONS:**

Any apparatus or part thereof that shall develop defects not disclosed prior to the acceptance by the purchaser within a year after the equipment is placed in service, shall be promptly replaced by the supplier free of charge.

## **5.0 DEMURRAGE WHARFAGE ETC.:**

In case of NHPC incurs any demurrage/ wharf age due to delay in receipt of LR/GR (through bank or direct as the case may be) or any other reason attributable to the contractor, the same shall be to the contractor's account and shall be recoverable from him.

## **6.0 ENGINEER-IN-CHARGE:**

Engineer-in charge shall be Head of Salal Power Station or his authorized representative.

## **7.0 TRANSIT AND ERECTION INSURANCE:**

- a. All the supplies shall be insured by the Supplier/ Contractor, from manufacturer's unit to respective Power House during transit, handling, storage and erection of the equipment by the Contractor himself. The claim for any damage/ shortage etc. will be lodged and settled by the Supplier/ Contractor.

In the event of the materials, supplied by the contractor against the specification, being lost, damaged or destroyed in transit or during handling/ erection the contractor shall be liable to replace the lost/ damaged materials immediately but not later than three months of consignee report.

- b. Any shortages/ damage during transit shall be reported to the contractor within 10 days of receipt of consignment at destination (Site). This will be reported by the consignee to the contractor by returning a copy of the receipted challan indicating the shortages/ damages and no other document shall be furnished.
- c. Site Engineer of the Contractor will also check physically each and every items of supplies before the shortage/ breakage/ damage is reported so as to avoid any problem during erection.
- d. Supplies of replacements for transit and other losses by the supplier shall be deemed to be covered in the scope of the contract. In case, supplier fails to supply the same, action in terms of clause covered in general conditions of contract shall be taken by the purchaser for the procurement of the same at the risk and cost of Contractor including recovery of loss to NHPC due to non-supply of such items.

## **8.0 CONTRACT DELIVERY/ WORK SCHEDULE:**

The Supply, Installation, Configuration, Commissioning, Testing and Subscription for services of Online Transformer monitoring system as defined in the Technical Specification shall be completed within **16 weeks** from LOA for commissioning of instruments + 3 years subscription of predictive analytics after successful commissioning.

The contractor shall ensure deployment of manpower immediately on receipt of material at site for completion of work.

The vendor shall submit the design drawing within 15 days of award to the Purchaser.

## **9.0 LIQUIDATED DAMAGES (LD): Clause no. 18.1 of GCC is deleted and is replaced with the following:**

If the contractor fails to attain completion time of the scope of work or any part thereof within the prescribed time for completion under SCC clause-8.0 or any extension thereof, the Contractor shall pay to the Purchaser liquidated damages. The Liquidated damages shall be computed @0.5% per week or part thereof of the contract price. The aggregate amount of such liquidated damages shall in no case exceed 10% of the above price.

## **10.0 TERMS OF PAYMENT:- Clause no 41.1 of GCC is deleted and is replaced as below:-**

70% Payment shall be made within 30 days after submission of invoice, receipt & acceptance of Performance Bank Guarantee @5% to the Engineer-In-Charge of the Salal Power Station on supply, installation & commissioning of Online monitoring the healthiness of generator transformer at Salal Power Station and issue of Taking over certificate.

Balance 30% payments shall be made in three years as 10% payment shall be paid within 30 days after submission of invoice & receipt on each completion year of subscription. (Date of successful installation & commissioning shall be the date of start of subscription services)

### **In case of MSE**

All the payments (i.e. payments which are measured and accepted) for the

supplies and / or services [as applicable] rendered by MSEs (Micro & Small Enterprises) Supplier/Contractor under the Contract shall be released within forty five (45) days from the day of acceptance.\*

\*Day of Acceptance means - day of the actual delivery of goods or the rendering of services; or where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen (15) days from the date of the delivery of goods or the rendering of services, the day on which such objection is removed by the supplier.

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

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

#### **In case of non-MSE**

All the payments (i.e. payments which are measured and accepted) for the supplies and / or services [as applicable] rendered by non-MSEs (non-Micro & Small Enterprises) Supplier / Contractor under the Contract shall be released within forty five (45) days from the receipt of invoice /bills from the contractor/supplier complete in all respect.

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

#### **11.0 CONSIGNEE:**

***Sr. Manager (Stores)/ head of Store*** of Salal Power Station.

## **12.0 PAYING AUTHORITY:**

*Head of Finance* of Salal Power Station.

## **13.0 LIMITATION OF LIABILITY:**

**13.1** Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Goods, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

## **14.0 FUNCTIONAL GUARANTEES:**

Functional Guarantees shall be governed according to the relevant clauses of the Technical Specifications & relevant IEC guide lines.

## **15.0 TEST SERVICE PERIOD:**

As soon as the Facilities or part thereof has passed the Commissioning Tests, the Engineer-in-Charge shall issue a Completion Certificate to the Contractor. The Completion Certificate shall indicate any outstanding works and/or minor unattended defects of the Facilities, which shall be rectified by the Contractor.

The Test Service Period shall commence immediately after the Completion Certificate has been issued. Tests shall be carried out in accordance with the specifications and as requested by the Employer under the sole responsibility of the Contractor.

The duration of the Test Service Period shall be 30 days.

After successful completion of the Test Service Period, the Engineer-In-Charge shall issue a Taking-Over Certificate to the Contractor.

The Employer and/ or Engineer-In-Charge reserve the right to delay the issuance of Taking-Over Certificate until such time he is satisfied that defects enlisted in the Test Certificate and other defects, if any, during the Test Service Period are rectified.

**16.0 CONTRACT DRAWINGS:**

**16.1** All the technical documents and drawings required to be furnished under this contract shall be prepared in internationally accepted software of latest version used for preparation of documents and drawings.

The Contractor shall submit six (6) copies (or as required) of drawings along with copy in electronic form media for approval/ review. At the time of completion of contract, the Contractor shall submit ten copies along with two reproducible and five copies in electronic form in media flash drive, of approved and as built drawings together with operation and maintenance manual. Electronic form of O&M manual shall be interactive and user friendly preferable in e-manual form for easy retrieval of relevant information for assembly, disassembly and BOQ etc.

All the drawings and documents shall be submitted in presentable folders properly bound and catalogued for easy retrieval/ reference. Drawings shall be submitted in A0/ A2/A3 and all documentation in A4 size. All drawings shall be digitally printed/ plotted. Ammonia print/ blur print shall not be accepted.

**16.2** The approval of drawings by the O&M Division shall be the responsibility of both the contractor and the employer and this process shall be completed within one month from the date of issue of LOA which shall be the part of completion period. In the event of his disapproving the drawings, the Contractor shall submit fresh/ amended drawings as per requirement of the Purchaser for this approval.

**16.3** No extension in contractual delivery time shall be allowed on account of the time consumed in submission and examination of the defective drawings and resubmission of the corrected drawings.

**16.4** These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer-in-Charge and shall not be deviated from in any way whatsoever, except with the written permission of the Engineer-in-Charge as hereinafter provided. During the execution of the works, one set of drawings shall be available for reference on the site also.

**16.5** The Contractor, if required by the Engineer-in-Charge, shall supply additional copies of any drawings, which may reasonably be required for the purpose of the Contract.

**16.6** Any bid, drawings, technical data or correspondence which form the basis of an order or a Contract as aforesaid, or which may be furnished by the Contractor for the Purchaser's approval, or information as provided under the said order or Contract, shall be in English and if it is in any other language, a complete translation in English shall be duly furnished.

**17.0 RESPONSIBILITY OF THE CONTRACTOR:**

**17.1** Engineers/technicians/unskilled labour etc. required for the execution of job shall be arranged/deputed by the contractor. Their accommodation and local transportation at site shall be the sole responsibility of the contractor.

**17.2** The contractor shall arrange all consumables, tools, test equipment etc required for the successful completion of the work.

**17.3** The firm shall also be responsible for the safety of the equipment installed in the Power House and will execute the work in such a way that no damage occur to any plants and equipment.

**18.0 APPROVAL OF DESIGN/ DRAWINGS/ DATA/ DOCUMENTS/ MANUALS ETC:**

**18.1** The Contractor shall submit all Design/ Drawings/ Data/ Documents/ Manuals etc. within 15 days from issue of LOA as stated in technical specifications for approval to O&M Division, Corporate Office, Faridabad. All the correspondences related to this shall be made to:

Executive Director, O&M Division  
3<sup>rd</sup> Floor, New Building,  
NHPC Ltd., Sector-33  
Faridabad (Haryana)-121003

**19.0 PRE & POST DISPATCH-INSPECTION & TESTING:-**

**19.1** All the correspondence related to quality assurance, inspection & testing shall be made to:

Executive Director, (QA&I Division)  
Quality Assurance & Inspection Division,  
NHPC Ltd., Sector-33

Faridabad (Haryana)-121003

**19.2 Quality Assurance & testing Plan (QAP):**

Detailed QAP in conformity with technical specifications/ Scope of work & latest version of applicable standards shall be submitted within 15 days after award of contract for the purchaser's approval. Six (6) copies of the field quality assurance plan suitably bound shall be supplied to the Engineer-In-Charge as a part of the documentation after successful completion of all tests.

**19.3 Pre-dispatch inspection & Dispatch clearance: -**

The equipment shall be inspected by an authorized representative of QA&I Division, NHPC Corporate office at manufactures premises before dispatch as per technical specifications/ relevant standards and QAP of manufacturing approved by NHPC QA&I division. All tests & inspection shall be in accordance to approved drawings/ documents/ QAP.

**20.0 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.

**21. FACILITIES TO BE PROVIDED TO THE CONTRACTOR AT SITE:**

- a) EOT Crane with operator subject to availability shall be provided to contractor free of charges.
- b) Construction Power for erection, testing & commissioning period shall be provided to the contractor free of charges.
- c) Storage of equipment till the commissioning is the responsibility of the contractor. However the space for temporary site storage will be provided by NHPC free of cost.

- d) Security for working personnel is the responsibility of the contractor.
- e) Guest House facility may be provided by NHPC on chargeable basis subject to availability of rooms.

**22.0 SETTLEMENT OF DISPUTES:** GeM GTC clause no 16 is deleted & replaced as under:

**22.1 Amicable Settlement**

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.

**22.2 Arbitration – DELETED**

**23.0 Performance Bank Guarantee (PBG):**

Clause No 4.1.1 and 4.1.2 of GCC is deleted & replaced as 23.1 and 23.2 as under:

**23.1** The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract for an amount equivalent to 5 (five) percent of Contract price (as mentioned in Notification of Award) in currency of the bid with a validity up to 90 days beyond the overall contract period. The Performance Security shall be submitted either in the form of Crossed Bank Draft in favour of NHPC Ltd., payable at Faridabad or in the form of Bank Guarantee (as per format Annexure-A of SCC) in favour of NHPC Limited payable at Faridabad issued by an Indian Nationalized Bank or any schedules Bank in India or Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDAI) acceptable to Employer (as per format Annexure-B of SCC) valid for a period not less than 90 days beyond the overall contract period as per contract.

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 contractor. In case, the contractor does not submit performance security without a 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 of 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 Buyer/ Beneficiary 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 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.

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

#### BANK DETAILS FOR BANK GUARANTEES:

For preparation of Bank Guarantees, the NHPC's Bank details are as under:

Name of the beneficiary	:	NHPC Limited
Account No.	:	00000010813608692
IFSC Code	:	SBIN0017313
Address of the Bank	:	State Bank of India, CAG-II, New Delhi- 10001

- 23.2** On due completion and commissioning of work in all respect and on expiry of the warranty period as per clause 51.1 to 51.4 of General Conditions, the bank guarantee shall be returned to the contractor after 43 months (w.e.f. date of issue of LOA) without any interest on presentation of an absolute "No Demand Certificate" from the Purchaser and upon the return, in good

conditions, of any Specifications, Drawings, tools or tackles or any other property belonging to the Purchaser which may have been issued to the Contractor. Provided always that the Purchaser shall be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Purchaser.

**23.3** Bidder shall submit Performance security in the form of Insurance surety bond /Bank Guarantee as mentioned in the tender in favour of 'NHPC Limited', payable at Faridabad to Beneficiary/Engineer-In-Charge i.e. Head of Power Station, Salal Power Station, NHPC Limited, PO: Jyotipuram Distt: Reasi.

**24.0 TAXES & DUTIES:**

**24.1** The Works shall be executed/ installed under single contract package for complete scope of work in UT of Jammu & Kashmir (India). The contractor has to acquaint themselves with prevailing rates of all taxes & duties including Goods & Service Tax (GST) applicable in Jammu & Kashmir for complete scope of work.

**24.2** All applicable taxes, duties & levies including Goods & Service Tax (GST) etc., including those assessed on the Employer as applicable Twenty-Eight (28) days prior to last date of online bid submission, shall be included in Price Bid. The contract unit rates shall also be after taking into account the Input Tax Credit (ITC) and other benefits.

(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 their prices shall be in accordance with GST provisions). (Undertaking in the prescribed format i.e. Annexure-III of Section-0 (ITB) for passing on benefit of Input Tax Credit and compliance of Anti-profiteering clause under 171 of CGST Act/ SGST Act).

**24.3** Any change in the rates of corresponding HSN /SA codes (as mentioned by the contractor / bidder in Annexure-IV of ITB) shall only be considered for reimbursement/ adjustment under clause 24.4 below. The same HSN/SAC shall prevail throughout the entire contract and no alteration thereof is permissible during pendency of the Contract for any reason whatsoever, unless otherwise specified in any other provisions of this contract or required due to change in tax law. The HSN / SAC Code as mentioned by bidders shall be final and binding. Contractor shall be liable to be assessed and accountable to tax authorities and the Employer shall in no way responsible for any kinds of errors /omissions / mistakes of bidders in this regard.

- 24.4** Statutory variations in Taxes and Duties or levy of any new Tax after the date 28 (Twenty-Eight) days prior to last date of online bid submission will be adjusted/ reimbursed against production of documentary evidence. However, these adjustments would be restricted to direct transactions between Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor.
- 24.5** No other taxes and duties shall be payable / reimbursable by Employer.
- 24.6** The GSTIN of Salal Power Station is **01AAACN0149C3ZB.**
- 24.7** TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.
- 24.8** If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavours to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- 24.9** Tax Collection at Source (TCS) under Section 206 C (1H) as applicable under Income Tax Act will be ensured by the Contractor. TCS wherever statutorily required under Income Tax Act shall be deposited by the Contractor as per extant rules. After filing the required Returns to Income Tax Department, necessary TCS Certificate will be provided to Employer within prescribed time limit so that Employer can get the credit of such TCS.

**Annexure-1**

<b>SI No</b>	<b>Name of Power Station</b>	<b>Location of Power Station</b>	<b>No. of On-line Transfer Monitoring System</b>	<b>GST No</b>
1	Salal	Salal Power Station, NHPC Ltd, Jyoti Puram, Reasi, Jammu and Kashmir, 182312	3	01AAACN0149C3ZB

**Performance Guarantee Form  
Bank Guarantee**

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

Bank Guarantee No. ....

Date .....

To,  
*[Employer's Name & Address]*

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 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)

2. ....

(Signature)

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

.....

(Name)

.....

(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

(@) This date will be Ninety (90) days beyond the Contract Period/ Service period as specified in the Contract.

- 2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
- 3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
- 4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.

**ANNEXURE-B of SCC**

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

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

Insurance      Surety      Bond

No.....

Date.....

To,

*[Employer's Name & Address]*

Dear Sirs,

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

We .....*[Name & Address of the Insurance Company]*.....having its Head Office at.....(hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of .....(\*)..... as aforesaid at any time upto .....(@)..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....(+). ..... *[days/month/year]* whichever is earlier. The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor

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

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

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

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

WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address)	..... (Designation with Stamp of Insurance Company)/with staff Authority no.

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

**Notes :**

- 1. (\*) This sum shall be five percent (5%) of the accepted contract amount.  
(@) This date will be three (3) months beyond the Contract period / Service Period as specified in the Contract.
- 2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp

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

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

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

\*\*\*\*\*

## **Section III Technical Specification**

### **Supply, Installation, Configuration, Commissioning, Testing and Subscription for services of Online Transformer monitoring system for 36 Months.**

#### **Scope of Work**

The scope shall include Supply, Installation, Configuration, Commissioning, Testing and Subscription for services of Online Transformer monitoring system for 36 months in 03 Transformers at NHPC. The system shall be able to facilitate continuous monitoring of Transformer parameters, carryout data analysis and anticipate faults. Supply and installation of all mountings, couplers, hardware and accessories, tools-tackles, measuring and testing instruments required for successful installation, commissioning and operation are in Bidder's scope.

The solution shall utilize smart IOT sensor(s), and its smart algorithms to perform trend analysis, forecasting and risk assessment and detect abnormal behaviour in a transformer's health. The solution shall provide continuous visibility into the health status of the transformers. Predictive analytics shall enable accurate health and lifespan forecasting across entire fleets of transformers and offer proactive recommendations to help make data-driven decisions regarding maintenance and replacement. The Dashboard shall be a web-based application where all the information from the sensor can be viewed. The dashboard algorithms shall be supported by IEEE & CIGRE standards and are capable of a range of data analytics. The results are then displayed in graphical and tabular formats. NHPC shall have access to fleet wide health visibility, forecasting, insights and recommendations.

#### **Technical Requirements**

The solution shall provide for following capabilities

1. Measurements  
The solution should:
  - a. Measure moisture in oil
  - b. Measure top & bottom oil temperature
  - c. Measure partial discharge activity
  - d. Measure vibration trends
  - e. Measure Hydrogen Gas levels in Oil
  
2. The system shall Monitor following parameters
  - a. Track water content of paper
  - b. Track hot spot temperature
  - c. Track external moisture ingress
  - d. Track impact of moisture on the breakdown voltage of oil

3. The transformer monitoring system shall have the following predictive capabilities
  - a. Predict the remaining insulation life of the transformer
  - b. Predict overloading effects on the insulation of the transformer
  - c. Help asset engineers to assess transformer risk
  - d. Have configurable notifications to alert users to changes in transformer risk
  - e. Configurable notifications to alert users when transformer risk parameters exceed levels specified by IEEE and CIGRE standards and make recommendations for action.
  - f. Have Fleet-wide view – ability to rank transformers based on multiple parameters including risk and forecast Life Left
4. The system shall help to detect faults in the transformer at an early stage with the use of advance diagnostic functions and avoid sudden outage of the transformer and shall also provide recommendations for issues traced while detecting faults and help the user to perform condition-based maintenance to the transformer.
5. The system shall be capable of storing and analyzing the offline DGA data across the fleet.
6. Bidder shall set up cloud-based data logging system that shall enable users to access real time data from anywhere through a web page or online portal of OEM. Access shall be provided to minimum 5 users through authentication. Allow inclusion of additional users without charge
  - a. The Web page shall display the status of all parameters monitored in the transformer. On the basis of measurement values received, Web services shall also incorporate short term analysis, Trend Analysis (Fleet wise and individual), Trend alerts and Safe limits of parameters.
  - b. The alerts or notifications shall clearly determine the cause of abnormality in the transformer. Alert notifications shall be sent on an email to a specified email address.
  - c. Bidder shall establish data transfer through an external network, preferably via a SIM card. The necessary hardware and maintenance charges shall also be in Bidder's scope. Network provision/support is not in NHPC scope.
  - d. The solution shall have secure IOT architecture. It shall protect system's data privacy and confidentiality of Web services. Network security and

management including upgrade in system software shall be carried out by the bidder as and when applicable.

7. In terms of internal data storage capability of the sensor, it should be capable to store monitoring data for a maximum duration of seven days in case of communication loss. The data should be automatically sent to the server when the communication restores without any manual intervention.

8. Rating of Transformer: - Single Phase, 43.33 MVA. 11/220/ $\sqrt{3}$ , YNd11

9. The system should have following features: -

<b>Sr No.</b>	<b>Description</b>	<b>Value</b>
1	Water Activity (Relative Humidity)	Measurement Range: 0 – 100 %
		Accuracy: < 2.0 % at 0 to 100 °C
2	Oil Temperature	Measurement Range: -30 to 125 °C
		Accuracy: < ±0.5 °C at 0 to 110 °C, < ±2 °C otherwise
3	External Tank Temperature	Measurement Range: -40 to 100 °C
		Accuracy: <= ±3 °C
4	Vibration / Acoustic	50 – 2400 Hz (Tank and connected components)
5	PD Activity	Correlated multi-band UHF, targeting PD activity inside tank
6	Hydrogen	Measurement Range: 25 - 5,000 ppm
		Accuracy: 20% of reading or 25 ppm (whichever is greater)
7	Measurement period	<= 5 minutes
8	Data storage	>= 8 GB
9	Connectivity	4G / 5G all available networks
10	Power Supply	110V DC/ 230 V AC (as available)
11	Web Portal Subscription	Three Year
12	Ingress protection	IP6X
<b>13</b>	<b>Measurement parameters in Web Portal Dash Board</b>	

A	Measure moisture in oil	Yes
B	Measure top & bottom oil temperature	Yes
C	Measure Ambient temperature	Yes
D	Measure partial discharge activity	Yes
E	Measure vibration trends	Yes
F	Hydrogen Gas level in Oil	Yes
<b>14</b>	<b>Monitoring parameters in Web Portal Dash Board</b>	
A	Water content of paper	Yes
B	Hot spot temperature	Yes
C	External moisture ingress	Yes
D	Hydrogen ppm correlated with temperature	Yes
E	Partial Discharge	Yes
F	Vibration Analysis	Yes
G	Depolymerization assessment of insulation	Yes
<b>15</b>	<b>Predictive Assessment in Web Portal Dash Board</b>	
A	Predict the remaining insulation life of the transformer & off line Oil analysis	Yes
B	Predict overloading effects on the insulation of the transformer	Yes
C	Have configurable notifications to alert users to changes in transformer risk	Yes
D	Configurable notifications to alert users when transformer risk parameters exceed levels specified by IEEE and CIGRE standards and make recommendations for action.	Yes
E	Have Fleet-wide view – ability to rank transformers based on multiple parameters including risk and forecast Life Left	Yes

गुणवत्ता आश्वासन योजना (QUALITY ASSURANCE PLAN) : MODEL

Page 1 of 1

परियोजना (PROJECT) : सलाल पावर स्टेशन (Salal Power Station)

ग्राहक (CLIENT): एनएचपीसी लिमिटेड (NHPC LTD.)

उपकरण का नाम (NAME OF EQUIPMENT) : Supply, Installation, Configuration, Commissioning, Testing and Subscription for services of Online Transformer monitoring system for 36 Months at Salal Power Station

विक्रेता (VENDOR):

एनआईटी/ क्रय आदेश संदर्भ (NIT / P.O. Reference) :

क्र. सं. S.N.	मद/घटक एवं विशेषता ITEM/ COMPONENT & CHARACTERISTICS	जाँच की प्रकृति NATURE OF CHECKS	जाँच की मात्रा QUANTUM OF CHECKS	संदर्भ दस्तावेज़ / स्वीकृति मानदंड REFERENCE DOCUMENT/ ACCEPTANCE NORMS	रिकॉर्ड फ़ारमेट RECORD FORMAT	निरीक्षण एजेंसी Inspecting Agency			टिप्पणी Remarks
						प्रदर्शन PERFORM	गवाह WITNESS	सत्यापन VERIFY	
<b>A</b>	<b>Bought out/ Raw Materials for online Transformer monitoring system</b>								
I)	Steel Enclosure sheet								
a)	Chemical Composition	Chemical	Sample plan	Tech.Spec./Appd.Drg.	TC	3/2	-	1	TC
b)	Mechanical Test	Mechanical	-do-	-do-	TC	3/2	-	1	TC
c)	Thickness	Measurement	-do-	-do-	TC	3/2	-	1	TC
II)	Checking of Make, Model, Type, & Rating and Performance Test Certificate for all equipment/ components used for the Online Transformer monitoring system	Visual/Test	100%	-do-	TC/COC	3/2	-	1	TC for major components & TC/COC for minor items.
III)	Compatibility with existing transformer	Visual/Test	100%	-do-	TC/COC	3/2	-	1	TC/COC
<b>B</b>	<b>In Process inspection for Online Transformer monitoring system</b>								
I)	Performance Test Certificate	Visual/Test	100%	Tech.Spec./Appd.Drg.	TC	3/2	-	1	TC
II)	Functional Test	-do-	-do-	-do-	TC	3/2	-	1	TC
<b>C</b>	<b>Final Tests</b>								
I)	BOM Check, Make, Model & Specification	Visual	100%	Tech.Spec./Appd.Drg.	JIR	3/2	1	-	CHP
II)	Functional Test	Visual/Test	-do-	-do-	JIR	3/2	1	-	CHP
III)	Provision of necessary contacts, smart IOT sensor(s) and/or ports for integration with plant SCADA system/Web Portal Dash	-do-	-do-	-do-	JIR	3/2	1	-	CHP
IV)	set up cloud-based data logging system and Monitoring parameters in Web Portal Dash Board	Visual/Test	-do-	-do-	JIR	3/2	1	-	CHP

Note: a. In 'Inspection Agency' column figure 1, 2, or 3 to be filled. 1- will indicate Employer/ 'NHPC LTD', 2- will indicate 'supplier' & 3- will indicate 'sub-supplier'.  
b. In 'Remarks' column following abbreviations shall be used - RR-Review of Records, T.C. - Test Certificate Submission & CHP - Customer Hold Point, COC - Certificate of Conformance  
c. The firm shall obtain acceptance/clearance of finished product for further activities based on Test Certificates & Internal Report (IR)  
d. At the time of inspection the supplier shall arrange the requisite calibrated measuring instruments i.e. micrometer, vernier calliper, pie tape, surface roughness tester, dial gauge etc.  
e. Any additional test required as per the requirement of equipment in accordance with Contract Agreement/Relevant standard apart from QAP will be carried out by the firm without any additional financial implication.  
f. This QAP does not absolve the Contractor/sub-contractor of his responsibility to supply the correct products, strictly in conformity to the specifications given in the purchase order/contract. The above Model-QAP stipulates the bare minimum requirements which shall be complied by the contractor. The above QAP has been made presuming subletting of work shall be allowed in the tender. In case subletting of work is not allowed in the tender, then "3/2" shall be considered as "2" under the column "Perform".  
g. Bidder/Contractors/Supplier/OEM shall ensure compliance of cyber security as per order no-12/34/2020-T&R, dated-24.12.2021(Latest Amendment if any) Issued by MOP, GOI.

Signature  
NHPC ( QA&I DEPT.)

Signature & Seal  
(VENDORS Q.C. DEPT. OR REPRESENTATIVE)

IMS/QA/IF01  
Rev No.- 03  
Effective Date- 09.01.2019

**BILL OF QUANTITIES (BOQ)**

<b>SI No</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>
1	Supply, Installation, Configuration, Commissioning, Testing, and subscription of predictive analytics of 3 years for Online Transformer monitoring system as per Technical Specification for 1-Phase, 43.33 MVA, 11 KV/220 KV oil Transformer with H2 Sensor at Salal Power Station	3	Nos./ Set (As per GeM)

- Note:**
- i) The word "Set" wherever mentioned in this Bid document, whether on GeM Bid page or any other places of Bid document shall have to mean as Numbers (Nos.) with regard to unit of measurement.
  - ii) Bidders are requested to not quote their prices here. Otherwise their respective bid shall be summarily be considered as rejected and not eligible for carrying out further evaluation.

(To be submitted offline as well as uploaded online (scanned copy))

**(Format of Integrity Pact)**

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

**PRE-CONTRACT INTEGRITY PACT**

**Between**

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

**And**

M/s \_\_\_\_\_, a company/  
firm/ individual (status of the company) and having its registered  
office at \_\_\_\_\_

Represented by Sh. \_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

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

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

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

- 3.12 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.
- 3.13 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.14 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

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

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

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

The provision regarding Earnest Money/Security Deposit as detailed in the 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 **Annex-A** and initiate all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) Deleted.
- (v) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (vi) Deleted.
- (vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of “Guidelines on Banning of Business Dealings” of NHPC Limited (**Annex-A**), which may be further extended at the discretion of the Employer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**6.2** The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

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

**7.1** The Employer has appointed Independent External Monitors (hereinafter referred to as

Monitors) for this Pact after approval by the Central Vigilance Commission.

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

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

**9.0 LAW AND PLACE OF JURISDICTION:**

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

**10.0 OTHER LEGAL ACTIONS:**

**10.1** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**10.2** Changes and supplements as well as termination notice need to be made in writing.

**10.3** If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

**11.0 VALIDITY:**

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

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

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

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

For & On behalf of the Employer

For & On behalf of the Bidder/ Contractor

(Official Seal) Place-----

(Official Seal)

-----

Place-----

Date-----

Date-----

Witness: 1. \_\_\_\_\_  
(Name and address)

2. \_\_\_\_\_  
(Name and address)

Witness: 1. \_\_\_\_\_  
(Name and address)

2. \_\_\_\_\_  
(Name and address)

Guidelines on Banning of Business Dealings

**1. Introduction**

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

- 1.2 Since ~~suspension/~~ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

**2.0 Scope**

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

**3.0 Definitions**

In these Guidelines, unless the context otherwise requires:

- i) ***“Agency /Party / Contractor / Supplier / Bidders/Vendors”*** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ***“Party / Contractor/ Supplier / Bidder/Vendor”*** in the context of these guidelines is indicated as ‘Agency’.
- ii) ***“Unit”*** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) ***“Competent Authority”*** and ***‘Appellate Authority’*** shall mean the following:

a) For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)

- Competent Authority: CMD
- Appellate Authority : Board of Directors

b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)

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

c) For works awarded/under Tendering from Corporate Office / Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)

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

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

#### **4.0 Initiation of 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 the works awarded/under Tendering from Corporate office) .In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Appendix- I**
- 6.0 **Ground on which Banning of Business Dealings can be initiated**
- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part

in matters relating to the Company (NHPC) or even otherwise;

- 6.9** On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10** If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

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

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

### **7.4 Show Cause Notice**

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at **Appendix-II** of these guidelines) shall be issued to the delinquent Agency by the

Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

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

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

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

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

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

#### **7.5 Speaking Order**

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

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

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

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the

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

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

### **7.7 Effect of Banning**

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

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

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

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

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

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

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

**7.8 Hosting at NHPC website**

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

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

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

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

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

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

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

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

been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

(vi)(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.

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

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

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

Yours faithfully,

For & On behalf of NHPC.

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

**(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 \_\_\_\_\_ hrs. for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

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

Yours faithfully,

For & On behalf of NHPC.

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub:** Intimation of 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 : 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.

- i) 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.
- ii) 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.
- iii) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- iv) 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.
- (v) (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,

**Note:** Strikeout whichever is not applicable

For & On behalf of NHPC.

**(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 of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC