

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Hydro Power
संगठन का नाम/Organisation Name	Nhpc Limited
कार्यालय का नाम/Office Name	Daporijo Upper Subansiri
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper HE Project 1605 MW NHPC Limited; As per tender; Yes; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	1 Month(s) 1 Day(s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3357100
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	67000

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).	4

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कटेगरी 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 :

NHPC LIMITED
NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (India)
(Nhpc Limited)

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

एमआईआई अनुपालन/MII Compliance

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

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. 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.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:[1771392147.pdf](#)

Profile of Consultants:[1771392152.pdf](#)

Payment Terms:[1771392157.pdf](#)

Hiring Of Consultants - Milestone/Deliverable Based - Procurement Of High Resolution Satellite Data And Change Detection Studies For Subansiri Upper HE Project 1605 MW NHPC Limited; As Per Tender; Yes; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper HE Project 1605 MW NHPC Limited
Consultant's Profile	As per tender
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Pawar Rangrao Ramchandra	791122,HOP Sectt, Subansiri Upper HE Project, NHPC limited,	Project / Lumpsum Based	N/A

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

1. Buyer Added Bid Specific ATC

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

अस्वीकरण/**Disclaimer**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the

same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

NHPC LIMITED
(A GOVT. OF INDIA ENTERPRISE)



A Navratna Company

सुबनसिरी उप्पर परियोजना

Subansiri Upper HE Project

PO&PS – Daporijo,

Dist. Upper Subansiri,

Arunachal Pradesh – 791122

Email: subansiriupper@nhpc.nic.in

Camp Office: Regional Office, NHPC Limited, C-Sector,

Itanagar, District Papum Pare 791111

दूरभाष / Phone: - 0360-2292830

E-Tender document

For

**Procurement of High Resolution Satellite Data and Change Detection
Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited**

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5		ECS Form (Format-3)
6		Bid Proforma (Format-4)
7		Form for applicability of MSMED Act, 2006 (Format-5)
8		Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) order (Format-6)
9		Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Format-7)
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SECTION - I

NOTICE INVITING TENDER (NIT)

NHPC LIMITED
(A Government of India Enterprise)

Notice Inviting (Open) E-Tender (NIT) -Web Notice

Online bids (e-tender) are invited in single stage- two part bidding basis i.e. Technical-bid and Financial Bid for and on behalf of NHPC Limited (A Govt. of India Enterprise) from eligible Domestic Bidders for “**Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited**” on *Open Tender Basis*.

1. The complete bid/ tender document can be viewed and downloaded from GeM Portal <https://gem.gov.in>. The brief details of the tender are as under:

Sl. No.	Item	Description
i)	Nature of Bid Process	Open tender For Services on GeM Portal
ii)	BID No.	GEM/2026/B/7169073
iii)	Tender Reference No.	NH/SUHEP/PNC/NIT/2026/07 dtd.18.02.2026
iv)	Estimated Cost	₹ 33,57,100.00 (Including GST)
v)	Bid Security (EMD)	₹67,000/- (Rupees Sixty Seven Thousand only) (in the form of DD in favor of “NHPC Ltd.” payable at SBI, Itanagar(Branch Code No.-06091) or In the form of Bank Guarantee (BG) or Insurance Surety bond as stipulated in Clause 3.1 of ITB, Section-II.
vi)	Bid Offer Validity (From End Date)	120 days from the last date of online submission of Bids.
vii)	Completion Period	30 (Thirty) days
viii)	GeM Bid Issuing Authority	Senior Manager (Civil),P&C Division, NHPC Limited, Subansiri Upper H.E Project, Daporijo, Dist. Upper Subansiri, Ar.P-791122.

2. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Bid Start Date/Time	As per GeM Portal.
ii)	Bid Duration	15 days
iii)	Bid End Date/Time	As per GeM Portal.
iv)	Dead line for receipt of Offline submission i.e, Hard copy of bid security, POA etc.	within 5 working days of online bid opening date.
v)	Bid Opening Date/ Time (Technical-bid)	As per GeM Portal.
vi)	Price bid/ Financial Bid Opening Date	Date & time to be intimated later through GeM portal to the bidders whose Techno-Commercial bids will be found responsive.

3. For more details on submission, opening, evaluation etc. of the bid, Instruction to Bidders (ITB) of the tender document can be referred.

For & on behalf of NHPC Ltd.



Senior Manager (Civil),
NHPC Limited,
Subansiri Upper H.E Project, Daporijo,
Dist. Upper Subansiri, Ar.P-791122

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

1.1 Online bids (e-tender) are invited on open tender basis through Domestic Competitive Bidding in single stage- two part bidding basis i.e. Technical-bid and Financial Bid for and on behalf of NHPC Limited for the work “**Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited**” as per enclosed Schedule of Quantity & Price. The complete tender can be downloaded from GeM Portal <https://gem.gov.in>.

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

- i) Section-I- Notice Inviting Tender (NIT),
- ii) Section-II- Instructions to Bidders (ITB),
- iii) Section-III- Forms and Schedules,
- iv) Section-IV- General Conditions of Contract*, Special Terms & Conditions including SCC , Form of Agreement & Performance Bank Guarantee & Insurance Surety Bond Form, IFB.
- v) Section-V- Schedule of Quantity and Price

*This will supersede the ‘General Terms and Conditions (GTC)’ available on GeM Portal.

1.3 This section of the bidding document provides the information necessary for bidders to prepare online responsive bids in accordance with the requirement of the Client/ Employer. It also provides information on online bid submission, opening, evaluation and award.

1.4 Instructions for online bid submission:

- i) The Techno-commercial Bid and Price Bid to be submitted on-line on GeM Portal <https://gem.gov.in>. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using registered GeM user ID, User creations, Participation Manual are

1.5 ASSISTANCE TO BIDDERS:

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- ii) Bidder may visit FAQ Section of GeM Portal to find answers to common queries put forth by other Buyers, Sellers & Service Providers at <https://gem.gov.in/userFaqs>
- iii) For any technical queries please call at **GeM Portal Helpdesk Number (Toll Free):** 1800-419-3436; 1800-102-3436
E-mail: helpdesk-gem[at]gov[dot]in

Note: Bidders are requested to kindly mention the URL of the Portal and BID No. in the subject while emailing any issue along with the Contact details.

2. Eligible Bidder:

2.1 The Invitation for Bid is open to:

- a) Should be a Satellite Data Disseminator entity registered with IN-SPACe registered with the GST in India and have a valid PAN card.

In support, the bidder should submit copy of Registration Certificate/ Certificate of Incorporation issued from the appropriate Govt. agency for Firm/ Company/ Proprietary firm.

- b) All bidders who are **Class-I Local Supplier or Class II Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended. Further, Local content/ Class-I local supplier etc. defined in ITB clause 20, in this regard bidders must submit undertaking as per **Format-6**.

2.2 Qualification Criteria:

The bidders must fulfil the following minimum Qualifying Criteria: -

2.2.1 Qualification Criteria:

- (i) The bidder should have, PAN No., GST Registration No., EPF Registration No..*(If applicable)
- (ii) Average annual financial turnover during the last three (03) financial years ending FY 2024-25 should be at least **Rs. 33.57 Lakh**.

In support of above, copy of affidavit/Certificate of CA mentioning Annual Turnover of last 3 (three) years shall be furnished. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years shall be submitted to ascertain bidder's meeting the financial criteria. The CA Certificate should have the Unique Document Identification Number (UDIN) as per Gazette Notification No. 1- CA(7)/192/2019 dated 02.08.2019.

- (iii) Satisfactorily completed, in last **Seven (07)** years (ending last day of the month of previous to the one in which applications are invited) should be either of the following:-
 - a) Three (03) "similar completed works", each costing not less than the amount equal to **Rs. 13.43 lakh**.
 - OR**
 - b) Two (02) "similar completed works", each costing not less than the amount equal to **Rs. 16.79 lakh**.
 - OR**
 - c) One (01) "similar completed works", each costing not less than the amount equal to **Rs. 26.86 lakh**.

Similar nature of work is defined as "*Exploration of high resolution satellite data to identify structures along with comparative change analysis of maps*".

**Registration with concerned EPF authorities shall be as per the requirement of EPF registration.*

Notarized copies of relevant documents such as 'Letter of Award' along with 'Completion Certificate' mentioning date of completion and final executed amount' should be submitted by the bidders in this regard.

In case of experience certificates produced by the contractors for having executed works for Private Organizations, TDS Certificates / Form 26AS / Annual Information Statement (AIS) shall also be produced along with experience certificate

2.2.2 All Startups (whether MSEs or otherwise), falling within the definition as per Gazette notification-G.S.R. 5011 dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per the Format.

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

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

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

2.3 Bidders should not have been banned/ de-listed/ black listed/ de-barred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings to Integrity Pact at the time of submitting the bid and shall intimate immediately of any such banning/ de-listing/ black listing/ debaring after submission of bid till the award of tender. Self-declaration in this regard is to be submitted as per the enclosed proforma.

2.4 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 (enclosed in forms and procedure) is a basic qualifying requirement.

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

Sl. No.	Name	Contact Address
i)	Shri Prabhsah Singh, ITS (Retd.)	E7M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh - 462016 E-mail: srgmhrbpl@gmail.com
ii)	Shri Vinod Aggrawal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2 ndFloor, New Delhi - 110017 E-mail: arsv50@gmail.com
iii)	Shri Upendra Malik, CES (Retd.)	B-108 NSG Society, Plot-2, Pocket-6, Builders Area Greater Noida-201315 (UP) Email: upendra.malik@gmail.com

Pre-contract Integrity pact is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall execute Integrity Pact on Non-Judicial Stamp Paper of appropriate value as per stamp act applicable in the state of Arunachal Pradesh.

2.5 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma

2.6 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

2.7 Provisions related to Make in India:

For procurement of Services, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.

The above criteria shall be subject to compliance of following:

- i) The bidder shall have to be an entity registered in India in accordance with law.
- ii) The bids shall be in Indian National Rupees (INR) only in respect of local content.
- iii) The bidder shall follow Indian laws, regulations and standards.

3. Earnest Money Deposit (EMD)/ Bid Security:

3.1 The Bidder shall furnish, as part of the Bid, Earnest Money, for **₹ 67,000.00 (Rupees Sixty Seven Thousand only)** either in the form of Demand draft in favour of 'NHPC Ltd' payable at SBI, Itanagar(Branch Code No.-06091) or irrevocable Bank Guarantee valid for a period of three (3) months beyond the validity period of the bid issued by any Indian Nationalised Bank/ Scheduled Commercial bank in the prescribed format (Forms of Bank Guarantees '**Format-16**') or irrevocable Insurance Surety Bond valid for a period of 90 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 (Form of Insurance Surety Bond '**Format-17**'). The said BG shall be issued in paper form as well as issued under Structured Financial Messaging System (SFMS). Earnest Money if submitted by the Bidder

in the form of Bank Guarantee/ Insurance Surety Bond, the original Bank Guarantee/ Insurance Surety Bond shall be submitted along with the bid. However, the issuing Bank / Insurance Company shall submit an unstamped duplicate copy of Bank Guarantees/ Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

However, in case Earnest Money has been submitted by the bidder in the form of Demand draft, the information relating to particulars of the bidders bank shall be submitted by the bidder along with the bid in the **ECS Form at Section-III**. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode, the Earnest Money submitted in the shape of Bank Guarantee shall be returned in original by speed post.

- 3.2** Micro & Small Enterprises (MSEs) Units registered with the NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration Certificate for the goods & services are exempted from furnishing the Bid Security deposit/ EMD. They should furnish with the Bid (Both offline & Online), a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant document issued by above board/ body in their favour, for the goods & services covered under this Tender document.

Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for similar nature of work are exempted from furnishing the Bid Security/ EMD. They should furnish with the Bid a Notarized copy of the valid Certificate of Recognition issued by DIPP.

Further, the categories of Bidders as per General Terms and Conditions of GeM portal shall also be exempted from furnishing Bid Security/ EMD.

No other bidders are exempted from furnishing Bid Security/EMD except as mentioned elsewhere in the document.

- 3.3** Bids received unaccompanied by either an acceptable Bid Security or a Notarized copy of valid certificate of registration stated as above shall be rejected as non-responsive and returned to the bidders.
- 3.4** Earnest Money of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Earnest Money of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder.
- 3.5** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security Deposit.
- 3.6** The Earnest Money may be forfeited:
- a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity; or
 - b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practice(s) or defaults under Integrity Pact; or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i) sign the Agreement; and/or
 - ii) Furnish the required Performance Security Deposit.

3.7 Deleted.

3.8 Interest or any other charges, whatsoever, will not be payable by the Employer on the Earnest Money Deposit/ Bid Security.

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

Bank Account No.	00000010813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0017313
Branch Address	5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi 110 001

Bidder is required to submit the SFMS receipt issued by the bank along with its bid for BG Confirmation.

4. Clarification of Bidding Documents:

4.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail at the address indicated in the NIT. The Employer will respond to any request for clarification received earlier than 05 days prior to the Bid End Date. Employer's response will be published on the GeM portal <https://gem.gov.in>, including a description of the inquiry, but without identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.

4.2 Any modifications in the Tender documents, shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 5** of ITB.

5. Amendment of Bidding Documents:

5.1 Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.

5.2 Any addenda/ corrigenda issued prior to submission of bids would be put up on the GeM portal <https://gem.gov.in> as well as on NHPC website www.nhpcindia.com. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders have to check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.

5.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the Employer shall extend as necessary the deadline for the submission of bids.

6. Language of bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid

exchanged by the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

7. Bid Currency:

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

8. Bid Offer Validity:

8.1 Bids shall remain valid for a period as specified in NIT.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension.

9. Preparation, Receipt and Signing of Bid:

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Employer in any circumstances.

9.1 Online Submission:

9.1.1 Part-I: This shall be named "Technical Bid or Techno-Commercial Bid". No bid price related information shall be mentioned in the Technical Bid. Techno-commercial Bid shall comprise;

- i) Copy of Registration certificate issued from the appropriate Govt. agency for Firm/ Company/ Proprietor as per **Clause 2.1** of ITB.
- ii) Copy of Demand Draft/ Banker's Cheque/ Bank Guarantee/ Notarized copy of valid relevant MSEs Certificate/ notarized copy of the valid Certificate of recognition issued by DIPP towards Bid Security/EMD.
- iii) Tender Form, Form of Declaration, ECS Form, Bid Proforma as per format appended in Section-III (Format-1 to 4).
- iv) Declaration regarding MSMED Act as per **Clause - 17** of ITB (Format-5, Section-III).
- v) Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) as per **ITB clause 2.1(b)** as per format appended in Section-III (Format-6).
- vi) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules as per format appended in Section-III (Format-7).
- vii) Declaration regarding Insolvency and Bankruptcy Code 2016, as per **Clause 2.4** of ITB (Format-8, Section-III).
- viii) Declaration of Ineligibility in respect of banning/ de-listing as per **Clause 2.3** of ITB (Format-9,Section-III)
- ix) Declaration by partner/firm/LLP(Format-10,Section-III)
- x) Declaration regarding applicability of Startups under Startup India initiative in the format-11
- xi) Declaration regarding availing the benefit under one category/status (i.e either MSEs or startups) (Format-12)
- xii) Pre-Contract Integrity Pact (Format-13)

- xiii) Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 (Format-14)
- xiv) Past Experience and Annual Turnover as per Format-15
- xv) Goods and Services Tax Registration No., PAN,
- xvi) Any other Formats provided under Section-III of bid document.
- xvii) Scanned copy of the documents required under 9.2.1 and Notarized Power of Attorney in respect of the person authorized for signing the Bid as per **Clause 9.4 of ITB**
- xviii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

9.1.2 Part-II: It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantity and Price.

Financial Bid shall be submitted in Electronic Form on the portal by the date & time as specified in NIT. Submission of the “Financial Bid” by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.

9.2 Offline Bid/ Hard copy/ Supporting documents:

Bidder shall submit the hard copy(ies) of documents as mentioned at **sub para 9.2.1** in (one) sealed envelope, which must be either delivered by hand or by registered mail, and submitted by the date and time as specified in NIT. The envelope received late or after the prescribed due date and time will not be entertained. NHPC will not be responsible for any postal delay. No bid price related information shall be mentioned in offline submission.

If hard copy (ies) of the offline documents, not received by the Employer upto deadline for receipt of Hard copies prescribed in NIT/ ITB, then it will be considered as ‘non-responsive bid’ notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall not be processed further.

9.2.1 The sealed Envelope containing hard copy of documents shall be marked as “Hard copy(ies) of documents for “Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited” .

- i) DD/ Banker’s Cheque/ Bank Guarantee/ Notarized copy of valid relevant MSEs Certificate/ Startups certificate towards Bid Security/EMD as per Clause 3.1 of ITB.
- ii) Power of Attorney along with a copy of the Board resolution. In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary and in case of a specific Power of Attorney, the original POA.

9.3 The Employer reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

9.4 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.

- 9.5** Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc.” shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Employer.
- 9.6** The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
- 9.7** The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders’ standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
- 9.8** The bidder shall submit rate analysis of quoted price if so desired by the Employer.
- 9.9** Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.
- 9.10** The Contract shall be for the whole Works, based on the ‘Schedule of Quantity and Price’ submitted by the Bidder.

10. Late Bid:

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copy (ies) of the offline documents, if received by the Employer after the deadline for receipt of Hard copies prescribed in NIT, then it will be considered as ‘Late Bid’ notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

If hard copy (ies) of the offline documents, not received by the Employer upto deadline for receipt of Hard copies prescribed in NIT/ ITB, then it will be considered as ‘non-responsive bid’ notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall not be processed further

11. Modification, Substitution and Withdrawal of Bid:

- 11.1** The server time of GeM Portal will be considered as standard time for referencing the deadline for submission of the bids (i.e. Bid End Date & Time) by the bidders, opening of bid etc. The bidder should follow this time during bid submission.
- 11.2** After submission of the bid the contractor can re-submit revised bid any number of times but before stipulated deadline for submission of bid.
- 11.3** In case Employer desired through amendment/corrigendum to submit revised financial bid then it shall be mandatory to submit revised financial bid. In such case the bid submitted before amendment/corrigendum shall become invalid.
- 11.4** The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 11.5** No Bid shall be withdrawn or modified/revised in the interval between the Bid submission deadline and the expiration of the Bid Validity period specified in the bid document. Withdrawal or modification of a Bid during this interval will result in the Bidder's forfeiture of its Bid security and further their Bid shall be considered nonresponsive.

12. Opening of Bids by Employer:

- 12.1** The Employer/ Authority inviting Tender will open the bids received in the presence of the bidders/ bidder's representatives who choose to attend at the time, date and place specified in the NIT. The Bidders/ Bidder's representatives who are present shall sign a register evidencing their attendance. Bidder(s) can also view Bid opening event on the GeM portal <https://gem.gov.in> at their end.

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

- 12.2** Online Technical Bids (i.e. Part-I) shall be opened first.
- 12.3** Part-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per **Clause 2** as well as techno-commercially responsiveness as per **Clause 13** of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 12.4** The Part-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. The Financial Bid shall be opened online in presence of Bidder's representatives who wish to be present at the notified time and place. Bidder(s) can also view Bid opening event on the GeM portal <https://gem.gov.in> at their end.
- 12.5** The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened. The decision of the Employer will be final and binding in this regard.

13. Examination of Bids and Determination of Responsiveness:

- 13.1** During the detailed evaluation of "Technical Bids or Techno-Commercial Bid", the Employer will determine whether each Bid:
- a) meets the eligibility criteria defined in **Clauses 2** of ITB;
 - b) has been properly signed;
 - c) is accompanied by the required securities; and
 - d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantity and Price, Technical Specifications and Drawings, if any.
- 13.2** A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- a) which affects in any substantial way the scope, quality, or performance of the Works;

- b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
- d) which is inconsistent with the bidding documents,

13.3 If a "Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

13.4 During techno-commercial Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Bids may be rejected.

14. Evaluation and Comparison of Bids:

The Employer will evaluate and compare the Part-II i.e. Financial Bid/ Price of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with **Clause 13** of ITB.

15. Preference for in favour of MSEs:

Purchase preference will be applicable as under:

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

15.2 In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price, in a situation where L1 price is from someone other than an MSE and such MSEs shall be allowed to supply at least 25% of total tendered value. In case more than one such MSEs, the supply will be shared proportionately (to tendered quantity).

In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band L1+ 15% may be awarded for full/ complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

15.3 Out of 25% target of annual Procurement from MSEs, a sub target of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the tender requirements and the L1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

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

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

- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

15.6 MSEs and Start-ups Bidders shall be allowed to get the benefit under one category either as a MSEs or as a Start-up only, for which self-declaration on company's letter head in the format enclosed at **Format-12** of Section-III is required to be furnished.

15.7 The work is considered as non-splitable or non-dividable.

16. Award Criteria & Employer's Right to accept any bid and to reject any or all Bids:

16.1 The Employer will award the Contract to the Bidder who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of **Clause 2** of ITB; (b) determined substantive responsive and (c) and who has offered the lowest Evaluated Bid Price pursuant to **Clause 14** of ITB.

16.2 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.

16.3 In case, two or more acceptable bidders are found to have quoted identical lowest bid price, the condition on GeM Portal shall prevail.

16.4 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the "Letter of Acceptance/ Letter of Award", which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.

16.5 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in Arunachal Pradesh, in the format appended within 10 days from the date of issue of Letter of Acceptance/ Letter of Award.

17. Information w.r.t Public Procurement Policy for Micro and Small Enterprise (MSES) order'2012

MSME Development Act'2006 is applicable to all contractors/ suppliers/ service providers. Therefore information as per Proforma appended hereto in Section-III is required to be submitted/ enclosed by the bidder along with bid.

18. Contacting the Employer:

18.1 Subject to ITB Clause 12, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

18.2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

19. Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

- a) for the purposes of this provision, the terms set forth below shall mean as under:
 - i) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) “fraudulent practice” means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.

20. Definition of Make in India and Purchase Preference to Make in India: Definition of Make in India:

A) Definitions

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

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

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

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

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

B) Eligibility Criteria

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

C) Procedure for Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry **or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier only in procurement undertaken by procuring entities in the manner specified here under.**
- (b) In the case of procurement of goods/services/works, not covered under para B(a) and divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly . In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.
- (c) For procurement of goods/services/works , which are covered by para C(b) & C(c) above and not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Nonlocal supplier', as per following procedure.
 - iii) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - iv) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

v) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" and "Non-local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

D) Verification of local content:

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

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

21. General

Bidder shall comply with the provisions of "Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017" dated 23.07.2020 and subsequent clarifications.

- a) Any bidder from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) will be eligible to bid only if the bidder is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.
- b) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) unless such contractor is registered with the Competent Authority, i.e. Registration Committee constituted by DPI IT.
- c) A bidder is permitted to procure raw material, components, sub assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as "sub-contracting".

- d) However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.
- e) Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorised agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017.

SECTION – III

FORMS AND SCHEDULE

TENDER FORM

(Ref. ITB Clause 9.1.1)

Senior Manager (Civil),
P&C Division,
NHPC LTD, Subansiri Upper HE
Project, Daporijo, Dist. Upper
Subansiri, Arunachal Pradesh-791122

1. We have read and examined the following tender documents relating to “Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited”.
 - a) Notice Inviting Tender (NIT)
 - b) Instructions to Bidders (ITB)
 - c) Form of Declaration, ECS form, Bid Proforma, Declaration/ Undertaking under MSMED Act, 2006, Declaration of Ineligibility, Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules
 - d) General Conditions of Contract & Special Conditions of Contract
 - e) Form of Agreement & Performance Bank Guarantee Form
 - f) Schedule of Quantity and Price
 - g) Amendment issued in pursuance to Clause No. 5 of ITB.
2. We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications and other details given herein and at the rates contained in Schedule of Quantity and within the period(s) of completion as given in Conditions of Contract and subject to such terms and conditions as stipulated in the bid document.
3. We agree to keep this tender open for acceptance as specified in NIT and also agree not to make any modifications in its terms and conditions on our own accord.
4. We agree that if we fail to keep the validity of tender open, as aforesaid and /or we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted, we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of company)

Name _____
Signature _____
Designation _____
Name of Company _____
Date _____

FORM OF DECLARATION

(Ref. ITB Clause 9.1.1)

M/s-----**(name of Bidder)** having its registered office at ----- (hereinafter referred to as 'the Bidder') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for "Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited" the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and
- 6) we confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act. 2006 are applicable/ not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to Employer.

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

Dated:

For and on behalf of the Bidder
(To be signed by Power of Attorney Holder)

ECS – Form
(Ref. ITB Clause 9.1.1)

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

No. :

1. BIDDER’S NAME : _____

a) ADDRESS : _____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____

Telephone No. : _____

d) IFSC CODE OF THE BANK :

(For payment through RTGS)

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

f) ACCOUNT NUMBER : _____

(As appearing on the Cheque Book)

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

Date:
Bidder

(-----)
Signature of the

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

(Bank’s Stamp)

Date:

(-----)
Signature of the Authorized
Official from the Bank

BID PROFORMA

(Ref. ITB Clause 9.1.1)

- | Sl. No. | Description of information | Replies by the bidder | | | | |
|------------------|--|--|------------------|------------------|--|--|
| 1. | Name of the Firm/ Company : | | | | | |
| 2. | Complete Address of Regd./Head Office | | | | | |
| | i) Postal : | | | | | |
| | ii) Telephone/ Fax : | | | | | |
| | iii) E-mail : | | | | | |
| 3. | Complete Name and Communication address of Bid Signatory | | | | | |
| | i) Name & Designation : | | | | | |
| | ii) Postal : | | | | | |
| | iii) Telephone/ Fax : | | | | | |
| | iv) E-mail | | | | | |
| 4. | Former name of Firm/ Company (if any) : | | | | | |
| 5. | Type of the Firm /Company :
(Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.) | | | | | |
| 6. | Whether MSEs :
(tick in the appropriate box) | <table border="1" style="border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 2px;">Micro Enterprise</td> <td style="padding: 2px;">Small Enterprise</td> </tr> <tr> <td style="height: 20px;"> </td> <td style="height: 20px;"> </td> </tr> </table> | Micro Enterprise | Small Enterprise | | |
| Micro Enterprise | Small Enterprise | | | | | |
| | | | | | | |
| 7. | Year and place established : | | | | | |
| 8. | Are you registered with any Government/ PSU (if yes, give the details) for work of similar nature covered under the specifications : | | | | | |
| 9. | Have your Company ever been declared Bankrupt (if yes give the details) : | | | | | |
| 10. | Whether the Prices quoted are firm/variable : | Firm | | | | |
| 11. | Validity period of tender, reckoned after the deadline date for online bid submission. : | As per NIT | | | | |
| 12. | Rate of Taxes & Duties as applicable | | | | | |
| | i) Rate of GST : @ % as included (To be specified by the bidder) | | | | | |
| | ii) Any other taxes/ duties (please specify): @ % as included (To be specified by the bidder) | | | | | |
| 13. | Whether furnished & filled all schedules/ annexure appended to tender document : | | | | | |
| 14. | Goods and Services Tax No. (GSTIN) : | | | | | |

15. (HSN/ SAC code) :

16. EPF No. :

17. PAN :

Station : _____

Date: _____

For & on behalf of

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)

Official Seal of the Company:

Format for obtaining declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006

Subject: Declaration as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006.

Micro, Small and Medium Enterprises Development Act, 2006 has been introduced w.e.f. 02.10.2006. Following are the relevant provisions of the Act as regard to registration of enterprise:

8 (1) Any person who intends to establish,-

- a) a micro or small enterprise, may, at his discretion; or
- b) a medium enterprise engaged in providing or rendering of services may, at his discretion; or
- c) a medium enterprise engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, shall file the memorandum of micro, small or, as the case may be, of medium enterprise with such authority as may be specified by the State Government under sub-section (4) or the Central Government under sub-section (3):

Provided that any person who, before the commencement of this Act, established-

- a) a small scale industry and obtained a registration certificate, may, at his discretion; and
- b) an industry engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, having investment in plant and machinery of more than one crore rupees but not exceeding ten crore rupees and, in pursuance of the notification of the Government of India in the erstwhile Ministry of Industry (Department of Industrial Development) number S.O.477(E), dated the 25th July, 1991 file an Industrial Entrepreneurs' Memorandum, shall within one hundred and eighty days from the commencement of this Act, file the memorandum, in accordance with the provisions of this Act.

2.0 Authority as referred to in aforesaid section is the General Manager, District Industries Centre/District Level Officer in Directorate dealing with such enterprises of State Government.

3.0 The existing and revised Classification of enterprises is as mentioned below. The revised Classification enterprises is **effective from 01.04.2025**.

Sl. No.	Type of Enterprise	Existing Classification		Revised Classification with effect from 01.04.2025
		Manufacturing Industry*	Service Industry	
1.	Micro	A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 25 Lakhs.	A micro enterprise, where the investment in Equipment does not exceed Rs. 10 Lakhs.	A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 2.5 Crore and turnover does not

				exceed Rs. 10 Crore.
2.	Small	A small enterprise, where the investment in Plant and Machinery is more than Rs.25 lacks but does not exceed Rs.5 Crore.	A small enterprise, where the investment in Equipment is more than Rs.10 lacks but does not exceed Rs.2 Crore.	A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 25 Crore and turnover does not exceed Rs. 100 Crore.
3.	Medium	A medium enterprise, where the investment in Plant and Machinery is more than Rs. 5 Crore but does not exceed Rs.10 Crore.	A medium enterprise, where the investment in Equipment is more than Rs. 2 Crore but does not exceed Rs. 5 Crore.	A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 125 Crore rupees and turnover does not exceed Rs. 500 Crore.

*engaged in the manufacture or production of goods, in any manner, pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951.

Note: As per MSME Notification S.O. 2119 (E) dt. 26.06.2020 & S.O. 2347 (E) dt 16.06.2021, from 01.04.2022, Udyam registration shall be the ONLY valid MSME Registration Document.

4.0 As such, it is requested to provide the confirmation as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006 to your firm by submitting the declaration/ undertaking.

Declaration/Undertaking under MSMED Act, 2006

(As per guidelines issued by Ministry of MSME time-to-time)

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

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

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

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

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

(Authorized Representative of Firm)

(Ref. ITB Clause 9.1.1)

Name of Work:- Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited

Declaration regarding Class-I local/ Class-II local supplier under Public Procurement (Preference to Make in India) order:

Item Description	Country of Origin	% of Local Content
Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited	India	

(Seal & Signature of the Bidder)

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

(To be submitted on letter head)

(Ref. ITB Clause 9.1.1)

To,

M/s NHPC Ltd.

Sub.: Tender no.....

Dear Sir,

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

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

(Ref. ITB Clause 9.1.1)

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

(Seal & Signature of Bidder)

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

Declaration of Ineligibility

(Ref. ITB Clause 9.1.1)

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

(Seal & Signature of the Bidder)

Declaration

(Ref. ITB Clause 9.1.1)

I, _____ Partner / Managing Partner of the Firm/LLP _____, hereby declare that the above information furnished is true & correct to the best of my knowledge and I will abide by the Terms & Conditions set by the company for the **“Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited”**.

Signature and seal of the Firm/LLP

DECLARATION REGARDING APPLICABILITY OF START UPS UNDER START UP INDIA INITIATIVE

Subject: Declaration as regard to applicability of Startup India Initiatives

Startup India Initiative has been introduced by the Government of India and notified their definition in the Gazette notification-G.S.R. 501(E) dt. 23.05.2017. Following are the relevant provisions of the notification as regard to consider any entity as startup:-

- a) If it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India; and
- b) up to seven years from the date of its incorporation/ registration; however, in the case of Startups in the biotechnology sector, the period shall be up to ten years from the date of its incorporation/ registration; and
- c) if its turnover for any of the financial years since incorporation/ registration has not exceeded Rupees 25 crores; and
- d) if it is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

Provided that any such entity formed by splitting up or reconstruction of a business already in existence shall not be considered a “startup”;

Provided further that in order to obtain tax benefit a startup should:

- i. be a private limited company (as defined in the Companies Act, 2013) or a limited liability partnership (as defined under the Limited Liability Partnership Act, 2008) which is incorporated on or after the 1st day of April, 2016 but before the 1st day of April, 2019, and
- ii. be working towards innovation, development or improvement of products or processes or services, or should be a scalable business model with a high potential of employment generation or wealth creation, and
- iii. obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification as constituted by Department of Industrial Policy and Promotion from time to time.

As such, it is requested to provide the confirmation as regard to applicability of Startup India Initiative to your firm by submitting the declaration/undertaking.

-----Sd-----

Declaration/Undertaking

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

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

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

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

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

(Authorized Representative of Firm)

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

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

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

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

(Seal & Signature of Bidder)

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

(Format of Integrity Pact)

**PRE CONTRACT INTEGRITY PACT
Between**

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for "**Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited**" and the Bidder/Contractor is willing to offer against NIT No. NH/SUHEP/PNC/NIT/2026/07.

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 any 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. Deleted.
- 3.10. 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.
- 3.11. 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.

- 3.12. The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

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

- 3.14. 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.
- 3.15. The representative of the Bidders/Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.16. In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

4.0 Previous Transgression

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

5.0 Earnest Money (Security Deposit)

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

6.0 Sanctions for Violations

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

- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
 - (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2. The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

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

7.9. The word 'Monitor' would include both singular and plural.

8.0 Facilitation of investigation

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

9.0 Law and Place of Jurisdiction

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

10.0 Other Legal Actions

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

11.0 Validity

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

For & On behalf of the Employer

For & On behalf of the Bidder/Contractor
(Office Seal)

(Office Seal)

Place -----

Place -----

Date-----

Date-----

Witness 1
(Name and address)

Witness 1
(Name and address)

2.....
(Name and address)

2.....
(Name and address)

Guidelines on Banning 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 I Contractor/ Supplier / Bidder/Vendor" in the context of these guidelines is indicated as 'Agency'.
- ii) **"Unit"** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) **"Competent Authority"** and **'Appellate Authority'** shall mean the following:
- a) For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
- Competent Authority: CMD
 - Appellate Authority : Board of Directors
- b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)

- Competent Authority: Concerned Director/Executive Director as the case may be
- Appellate Authority: CMD /Concerned Director as the case may be
- c) For works awarded/under Tendering from Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)
 - Competent Authority: Head of the Unit not below the rank of General Manager
 - Appellate Authority: Next higher authority
- iv) **"Investigating Committee"** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

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

5.0 Suspension of Business Dealings.

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

- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance/ performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not 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 (L 1), the tendering process shall be annulled and fresh tenders shall be invited.

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

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

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

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

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

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. Based on the recommendation of the committee Appellate Authority shall pass appropriate order which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

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

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

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

Appendix –I

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

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

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

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

not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.

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

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

Yours faithfully,

For & On behalf of NHPC.

Appendix –III

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To
M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

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

“Brief of the Default may be mentioned”

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

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

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect . The order of Banning would operate for a period ofyears/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.

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

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

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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

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

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

Appellate Authority :Designation:

Address:.....

Ph .no.....

e-mail :

Yours faithfully,
For & On behalf of NHPC.

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

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

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

2. Your Appeal reference Dt.....

Dear Sir,

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

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

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

(** Incorporate any one of the above as applicable

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

Yours faithfully,

For & On behalf of NHPC.

(Ref. ITB Clause no.22)

Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 regarding procurement from bidders from a country or countries sharing Land Border with India.

I/We (name of bidder) have read the clause no. of ITB regarding restrictions on procurement from a bidder of a country which shares a land border with India ; I hereby certify that this bidder is not from such a country and is eligible to be considered.

I/we (name of bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

I/we (name of bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Evidence of valid registration by the Competent Authority is hereby attached.
(Strikeout whichever is not applicable)

Duly authorized to sign bid for and on behalf of
.....
.....
[name & address of Bidder and seal of company]

Format-15
(ITB Clause No. 2.2)

(to be filled and uploaded online)

PAST EXPERIENCE

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

ANNUAL TURNOVER

Fiscal year	Turnover (Unit)
FINANCIAL YEAR 2022-23	
FINANCIAL YEAR 2023-24	
FINANCIAL YEAR 2024-25	

Fiscal year begins on 01 April in each calendar year.

NB: To please attach supporting documents

Station : _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation : _____

(of the authorized representative of the bidder)

Official Seal of the Company:

(refer clause 3.1 of ITB)

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

**Bank Guarantee in Lieu of Earnest Money Deposit Bank
Guarantee**

Date: _____

[Name of Contract]

To:

NHPC Limited
NHPC Office Complex,
Sector-33, Faridabad, Haryana – 121003 (India)

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

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

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

THE CONDITIONS of this obligation are the following:

- (a) If the Bidder withdraws its bid or varies any terms & conditions without the consent of the Employer in regard thereto during the period of bid validity specified by the Bidder. Or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 19 of ITB or defaults commitments under Integrity Pact Or
- (c) If the successful bidder fails to enter into Contract Agreement when required.
Or
- (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required performance security, in accordance with GCC/ SCC

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in

its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of above-named Condition/Conditions, and specifying the occurred condition or conditions.

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

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

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

(Designation with Bank Stamp)

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

.....
(Name)

.....
(Official Address)

Communication address of the Bank Name
of the contact person. No.
Fax No.
Email:

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EANESE MONEY DEPOSIT

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:

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

3. 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	CAG-II New Delhi Branch 5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi 110 001
GSTIN Number of NHPC limited, Corporate Office, Faridabad, Haryana.	06AAACN0149C1Z3

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

SECTION – IV

CONDITIONS OF CONTRACT

- a) GENERAL CONDITIONS OF CONTRACT**
- b) SPECIAL TERMS & CONDITION**
- c) FORM OF AGREEMENT**
- d) PERFORMANCE GUARANTEE FORMS**
- e) INFORMATION FOR BIDDER (IFB)**

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- i) “Contract” means the Contract Agreement, Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract together with documents (if any), which are listed in Contract Agreement or in the Letter of Acceptance.
- ii) “Services” means the services to be performed by the Consultant in accordance with the Contract.
- iii) “Client” or “Employer” means the party named in the Contract, who employs the Consultant, and legal successors to the Client and permitted assignees.
- iv) “Consultant” or “Contractor” means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services and legal successors to the Consultant and permitted assignees.
- v) “party” and “parties” means the Client and the Consultant and “third party” means any other person or entity as the context requires.
- vi) “day” means the period between any one midnight and the next.
- vii) “month” means a period of one month according to the Gregorian calendar commencing with any day of the month.
- viii) “Independent External Monitors (IEMs)” means External Monitor(s) appointed by the Client to oversee the implementation of Integrity Pact.
- ix) “Integrity Pact” means the Pact signed between the Client and Consultant committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- x) “Time for Completion” means the time within which the Services shall be performed by the Consultant in all respect.
- xi) “Engineer-In-Charge” wherever mentioned in the Integrity Pact/ Bid document are same as “Officer-In-Charge”.

2. INTERPRETATION

- i) The marginal words and other headings in the Contract shall not be taken into consideration in the interpretation of these Conditions.
- ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

- iii) If there is conflict between provisions of the Contract, the last to be written chronologically shall prevail, unless otherwise specified in the Special Conditions of Contract.

3. CONTRACT PRICE

Contract Price is a lump sum amount stated in Letter of Acceptance.

4. SECURITY FOR PERFORMANCE

4.1 The Contractor within 15 (Fifteen) days from the date of issue of Letter of Acceptance, shall furnish a Performance security deposit of 05% (Five percent) of the Contract Price valid till 90 days beyond the contract completion period as specified in the Contract, to the Officer-In-Charge for due performance of contract, in any one of the following forms:

- (a) Demand draft on any Nationalised/ Scheduled Bank of India in the name of Client; or
- (b) Bank Guarantee from an Indian Nationalized/ Scheduled Bank of India or a foreign bank through its branch located in India acceptable to Client in the prescribed standard proforma of Client. The said PBG shall be issued in paper form as well as issued under Structured Financial Messaging System (SFMS).
- (c) Insurance Surety Bond issued / confirmed 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 in the prescribed proforma.

4.2 All compensation or other sums of money payable by the Consultant to the Client under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit. Also in the event of the Consultant's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Consultant shall, within 14 days of receipt of notice of demand from the Officer-In-Charge, make good the deficit in Security Deposit.

4.3 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 Consultant are required to be extended/ renewed, the Consultant shall get the validity periods of such guarantees extended/ renewed, and furnish these to the Officer-In-Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Officer-In-Charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Consultant shall forthwith recoups/replace the same with acceptable Security Deposit.

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

The Contractor shall, at his own cost get the validity period of bank guarantee furnished by him extend from time to time till three months beyond the completion of services as per the provisions of the contract. He shall furnish the extended/revised Bank Guarantee to the Engineer-in-charge one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended/revised Bank Guarantee is not received by the Engineer-in-charge within the specified period of one month, the Employer entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.

The Performance Security / Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any.

The Performance Security / Security deposit amount will not earn any interest for the whatsoever period detained by NHPC.

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

Credit Bank Account Number	00000010813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC Code	SBIN0017313
Account Type	CURRENT
Branch	CAG-II New Delhi Branch(17133)

Branch Address	CAG-II New Delhi Branch 5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi 110 001
----------------	--

5. REFUND OF SECURITY DEPOSIT

The Security Deposit less any amount due shall, on demand, be returned to the Consultant after Three months from date of issue of Completion Certificate or payment of the final bill, whichever is later. However, the Security Deposit shall not be released till Liquidated Damages, if any, is pending for recovery. No interest on the amount of Security Deposit shall be paid to the Consultant at the time of release of Security Deposit.

6. SUFFICIENCY OF TENDER

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Schedule of Quantity and Price, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

7. NOTICES

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, in person to such Party at their address.

8. TAXES AND DUTIES

- 8.1 Taxes, duties, Income tax, GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Consultant on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of Income Tax and GST (on Service) payable to appropriate authorities will not be subject to adjustment.

- 8.2 The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.
- 8.3 TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.
- 8.4 Invoices and other documents submitted by consultant for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.

8.5 The consultant shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

9. COMMENCEMENT AND COMPLETION OF CONTRACT

9.1 Effectiveness of Contract

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

9.2 Commencement and Completion period of Services

The services under the contract shall commence from effective date of contract as per Sub clause 9.1 and completed as per Completion Schedule subject to extensions, if any, in accordance with Contract. Certificate of Completion of services shall be issued by Client.

10. EXTENSION OF TIME

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

11. LIQUIDATED DAMAGES

If the Consultant fails to comply with the Time for completion for the whole of the Services within the stipulated time, then the Consultant shall pay to the Client 0.035% of Contract Price per day (Maximum 5% of Contract Price) of delay as liquidated damages for such default and not as a penalty. The Client may, without Prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Consultant.

12. FORCE MAJEURE

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13. SUSPENSION OF WORK

The Consultant shall on the order of the Officer-In-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Officer-In-Charge may consider necessary. The Consultant has no right to suspend the work at any stage unilaterally.

14. PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

During the period of their inability to perform the Services as a result of an event of Force Majeure under **Clause 12** or Suspension of work under **Clause 13**, the Consultant shall be entitled for compensation as may considered reasonable by the Officer-In- Charge in respect of salaries or wages paid only by the Consultant to his such employees who are exclusively retained for the client's work during the periods of such Force Majeure and suspension. In case employee(s) of Consultant are engaged partially for the client's work, the wages or salaries shall be reduced proportionally as decided by the Officer-In-Charge. Consultant shall not be entitled for payment for such employee(s) who are diverted to perform other work during the periods of such Force Majeure and suspension.

15. CONSULTANT NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16. OBLIGATIONS OF THE CONSULTANT

The Consultants shall perform the Services set out in the Scope of Services/ Works in accordance with the Contract. Consultant shall notify the Client in writing within 10 Working Days if the Consultant thinks a Client direction is a Variation, and as soon as practicable if the Consultant thinks any other circumstance is a Variation. The notice shall include details of the estimated cost of the Services, likely or estimated impact on the programme and completion date for the Services and make recommendations on how to proceed.

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. If it is necessary to replace any person, the consultant shall immediately arrange for replacement by a person of comparable competence. The cost of such replacement shall be borne by the consultant.

The Consultants and his Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

17. INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS

The Consultant will be responsible for taking out any appropriate insurance coverage including Professional Liability insurance coverage for performance of services under the contract.

18. CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

In exceptional circumstances, Client may allow taking up of part services through an expert or Sub-Consultant. The Consultant shall obtain the Client's prior approval in writing before taking such action. However, such approval shall not absolve the Consultant of the responsibility of fulfilling NHPC Ltd.'s requirements.

19. CLIENT'S PROPERTY

- 19.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 19.2 Anything supplied by or paid for by the client for the use of the Consultant shall be the property of the Client and where practicable shall be so marked.

20. OBLIGATIONS OF THE CLIENT

The Client shall provide necessary information available with him to the consultant free of cost required to fulfill the consultant's obligation under the Scope of Services.

21. DURATION OF LIABILITY

Neither party shall be liable for any loss or damage occurring after the completion of the Services.

22. VARIATIONS

22.1 Variations to the Services

The Client may order a Variation to the Services, in writing, or may ask the Consultant to propose a Variation to the Services, the impact of which on the cost, programme and completion date for the Services shall be agreed as stated above in **Clause 16**.

Where the Consultant notifies the Client under **Clause 16**, that any direction or circumstance should be treated as a Variation, the Client shall as soon as practicable after receiving such notice, but within 7 Working Days, notify the Consultant in writing whether or not it considers the direction or other circumstances to be a Variation.

If the Client does not consider the direction or other circumstance to be a Variation then the Client and Consultant shall attempt to resolve the matter as soon as practicable, and if a Variation entitlement is agreed, proceed as in **Sub-clause 22.2**.

22.2 Agreement of Variations

The Client and the Consultant shall agree, in writing, the value of the Variation and its impact on the programme and completion date for the Services, or the mechanism under which the value and impact on the programme and completion date for the Services will be derived.

Where practicable the value of the Variation and impact on the programme and completion date for the Services shall be agreed between the parties prior to the Variation works progressing.

In the event that the Parties are unable to reach agreement on the value and impact on the programme and completion date for the Services, the matter shall be treated as a dispute and resolved in accordance with **Clause 26**. Under no circumstances, the Consultant shall suspend the work on account of non-settlement of issues between the parties (i.e. Client & Consultant).

23. PAYMENT TO THE CONSULTANT:

23.1 Lump Sum Remuneration:

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Scope of Work described in 'Special Conditions of Contract'. However, the Contract Price may only be increased above the amounts stated in **Clause 8** and if the Parties have agreed to additional payments in accordance with **Clause 22**.

23.2 Terms and Conditions of Payment:

- a) The payment of the fees/ charges as stipulated in SCC under this Contract will be made in accordance to schedule of payment as stipulated in Special Conditions of Contract. The payment on account for the amount admissible shall be made by the Officer-In-Charge certifying the sum to which the Consultant is considered entitled for the services after deducting there from, the amounts already paid and such other amounts as may be required to be withheld/ deductible/ recoverable in terms of the Contract/ Applicable Law.
- b) **In case of MSE:** All the payments for the supplies and/ or services {as applicable} rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five days from the day of acceptance*.

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

- c) **In case of non-MSE:** All the payments for the supplies and/ or services {as applicable} rendered by Non-MSEs (Non-Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five days from the receipt of invoice/ bills from the Contractor/ Supplier compete in all respect.

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

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

- d) Payment due to the Consultant shall be made by direct credit into his designated bank account, duly authorized by the Consultant through ECS mode.
- e) Other than normal payment through NEFT/RTGS directly from NHPC Ltd., the MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS platform with M/s A. TReDS Limited, CIN – U74999MH2016PLC281452, Registration no: (Account no): 1000005783, Communication address: A. TReDS Ltd, Ashar IT Park, 11th Floor, Road No: 16Z, Wagle, Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of Invoices of MSMEs by way of discounting by financiers. MSMEs

can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon NHPC's acceptance, the 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.

24. CONFLICT OF INTEREST

The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract.

25. DEFAULT BY THE CONSULTANT AND TERMINATION OF CONTRACT

If the Consultant:

- i. commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Officer-In-Charge; or
- ii. fails to complete the Works or any item of Works within the time specified or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Officer-In-Charge; or
- iii. Is engaged in corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Client may, after **giving 14 days'** notice to the Contractor, terminate the contract and expel him from the Site. The Contractor shall not be entitled for any compensation whatsoever under this clause. For the purpose of this clause:
 - a) **'Corrupt Practice'** means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.
 - b) **'Fraudulent Practice'** means mis-representation of fact in order to influence the tendering process or the execution of a Contract 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.
 - c) **'Collusive Practice'** means a scheme or arrangement between two or more bidders, with or without the knowledge of Borrower/Employer, designed to establish Bid prices at artificial, non-competitive levels.
 - d) **'Coercive Practice'** means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract,
- iv assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Officer-In-Charge,

Then the Client shall have powers to terminate the Contract and forfeit the Performance Security Deposit, by not less than thirty (30) days' written notice of termination to the Consultant.

26. SETTLEMENT OF DISPUTES

- 26.1 If any dispute arises between the Client and the Consultant in connection with, or arising out of, the Contract or the execution of the Works, whether during 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 Officer-In-Charge, an attempt shall be made to resolve the matter in dispute amicably.
- 26.2 Any dispute in respect of which the Client and the Consultant have failed to reach at an amicable settlement pursuant of Sub-Clause 26.1, shall finally be referred to the Competent Court at **Itanagar, Arunachal Pradesh.**
- 26.3 In case of contract with another Central Public Sector Enterprises and Government Department(s)/ Organization(s) (other than those related to taxation matters), the following arbitration clause shall be applicable:- In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Department(s)/Organization(s) (excluding disputes related to Railways. Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

27. AGREEMENT:

The Consultant shall execute a Contract Agreement and sign the Integrity Pact (wherever applicable) with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in the state of Arunachal Pradesh in the format appended within 15 days from the date of issue of Letter of Acceptance.

SPECIAL TERMS & CONDITIONS

The following Special Terms & Conditions shall be read in conjunction with the corresponding relevant provisions made in the GENERAL CONDITIONS OF CONTRACT (Section-IV) or elsewhere and in case of any variation discrepancy or contradiction amongst the same, the provisions made under the Special conditions shall prevail:

1. SCOPE OF WORK: As per detailed technical Specification given below:

Detailed Specifications

Identification and enumeration of settlements and change detection of building and structures falling within the Subansiri Upper HEP project area using High resolution satellite imagery detailed as below:

S. No.	Parameter	Description
1	Work and Deliverables	1. Identification, enumeration and change detection of building and structures falling within Subansiri Upper HEP project area during the period September-2024 to September -2025 for each month using High Resolution satellite optical data of resolution 3 meters and less than 3 meters capable of identification and counting of settlements and hutments. Comparative temporal change analysis of maps for the period September-2024 to September -2025 change detection and identification of new settlements and buildings. 2. High Resolution satellite optical data of resolution 3 meters or less than 3 meters to be acquired for the study shall be provided to NHPC along with output maps. 3. Field Validation of settlements wherever required. 4. Acquisition/ fresh tasking of sub-meter satellite data for period January 2026 or 20 Days from the date of Acceptance of LOA wherever sub-meter resolution satellite data is not available.
2	Area of Interest	Part of Subansiri Upper (As per AoI)
3	AoI	30 Square Kilometers
4	Resolution	Satellite Data of the Resolution of 3 meters and less than 3 meters.
5	Period of interest	Monthly data from September-2024 to September-2025 and, January 2026 or 20 Days from the date of Acceptance of LOA.
6	Cloud acceptance	Cloud Free Satellite Data to be used only. If cloud free data is not available for any month it shall be interpolated with relevant satellite data and features shall be cross-checked at the field.
7	Delivery media	Portable pen drive
8	Datum/Projection	Geographic, WGS-84/ UTM 46
9	Data format	1. GeoTiff (UTM/WGS Projection) for Satellite Data. 2. Shapefile for Building footprint
10	Accuracy	At least 1 meter vertical and horizontal accuracy RMSE (Root Mean Square Error)
11	Validation	Satellite data shall be correlated with Field Survey.

Note: *Data of 10.09.2024 (or later date of October 2024 i.e 01.10.2024, 01.11.2024 (or later date of

November 2024) , 01.12.2024(or later date of December 2024), 01.01.2025(or later date of January 2025) , 01.02.2025(or later date of February 2025), 01.03.2025(or later date of March 2025),01.04.2025 (or later date of April 2025), 01.05.2025 (or later date of May 2025), 01.06.2025(or later date of June 2025), 01.07.2025(or later date of July 2025), 01.08.2025 (or later date of August 2025), 11.09.2025 (or later date of September 2025), January 2026 or 20 Days from the date of Acceptance of LOA.

2. Completion Period: 30 days (i.e 1 month) from the date of issue of letter of award.

3. Payment Terms:

3.1. 55 % of the total awarded value inclusive of all taxes and duties, shall be released on receipt of Archival Satellite Data, generated maps & analysis (BOQ Item No.1 & 2). The payment shall be made upon submission of a tax invoice and an Acceptance Certificate issued by the Engineer-in-Charge.

3.2. 45% of the total awarded value inclusive of all taxes and duties, shall be released on receipt of Fresh tasking Satellite Data Acquisition, generated maps and analysis, site visit and submission of Final report (BOQ Item No. 3 & 4). The payment shall be made upon submission of a tax invoice and an Acceptance Certificate issued by the Engineer-in-Charge

4. Engineer In Charge: Head of the Project or authorized representative shall be the Engineer-in-Charge.

5. Paying Authority: Senior Manager (Finance), NHPC Ltd., RO Itanagar, Arunachal Pradesh.

INFORMATION FOR BIDDERS (IFB)

Subansiri Upper HE Project is allotted to NHPC by Govt. of Arunachal Pradesh for implementation. NHPC Limited had signed a Memorandum of Agreement with the Government of Arunachal Pradesh on 12th August 2023 for implementation of Subansiri Upper HE Project (1605 MW) on Build, Own, Operate & Transfer (BOOT) basis for 40 years on the Subansiri river in Upper Subansiri District of Arunachal Pradesh.

The Project components and reservoir area are in Upper Subansiri district. The Project will be developed as a multipurpose project with the dual objectives of flood moderation and power generation.

SITE SPECIFIC INFORMATION:

- a) **Location:** The project dam site is located at a distance of approx. 1.5 Km upstream of the Menga Village. Menga is located at distance of about 25 Kms from Daporijo, the district headquarter of Upper Subansiri district, Arunachal Pradesh and lies at latitude & longitude 28° 6'45"N, 94°9'48"E.
 - b) **Access to Site:** The project HQ has been established at Daporijo which is about 285 km from the State Capital Itanagar. And the nearest railhead is about 275 km which is at Naharlagun/ Itanagar from Project HQ. And the nearest airport Pasighat is 235 km, Dibrugarh is 284 km and Hollongi airport (Itanagar) is 320 km from the project HQ.
 - c) **Climatic conditions:** The project area experiences heavy rainfall during rainy season. The average annual rainfall is more than 2230 mm. The rainy season in the area is from May to September. The maximum and minimum temperature is 39.5°C and 11.5°C respectively.
 - d) **Power & Water availability:** Water is available but Power supply is not available at the site.
- **Other information regarding Local facilities/ Amenities etc. can be explored through Internet Access. Books are available.**

FORM OF AGREEMENT

(To be executed on non-judicial Stamp paper of appropriate value)

This agreement is made on _____ day of _____ Two Thousand ----- between the NHPC LIMITED, registered under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana)-121 003. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, called the 'Employer' which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) of the one part and M/s _____ registered under the _____ Act and having its principal / registered office at _____ (herein after called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Employer is desirous that certain Works should be executed by the Contractor, viz:and has accepted the Bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein at the cost of RS. ----- (Rupees-----).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance ;
 - ii) General Conditions of Contract (GCC);
 - iii) Special Conditions of Contract (SCC);
 - iv) Schedule of Quantities and Price (Bill of Quantities);
 - v) any other document forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written, at ----- (name of place).

The Common Seal of _____ was hereunto affixed in the presence of:

For and on behalf of the Contractor

For and on behalf of NHPC Limited

Signature-----

Signature-----

(Designation)-----

(Designation) -----

Place:

Place:

Witnessed by:

Witnessed by:

Name & Address

Name & Address

(Ref. Clause No.4 of GCC)

Performance Guarantee Form

Bank Guarantee.

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

Bank Guarantee No.....

Date.....

To,

**NHPC Limited,
NHPC Office Complex,
Sector-33, Faridabad,
Haryana-121003**

Dear Sirs,

In consideration of the **NHPC Limited, NHPC Office Complex, Sector-33, Faridabad, Haryana-121003** (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----[Contract sum in figures and words] for/[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the Employer.

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

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

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

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

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

Dated thisday of20_.....at.....

WITNESS

Signed for and on behalf of the bank

.....

(Signature).....

(Signature)

.....

(Name)

(Name).....

.....

(Official Address)

.....

(Designation with Bank Stamp)

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 Amount denominated in the types and proportions of currencies.

((@) This date will be Ninety (90) days beyond the Contract Completion 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.

**Performance Guarantee Form
Insurance Surety Bond.**

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

Insurance Surety Bond No.....

Date.....

To,

**NHPC Limited,
NHPC Office Complex,
Sector-33, Faridabad,
Haryana-121003**

Dear Sirs,

In consideration of the **NHPC Limited, NHPC Office Complex, Sector-33, Faridabad, Haryana-121003** (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 (IRDIA)

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 _____ (*)_____.

iii) This Bank Guarantee 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 thisday of20_.....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 Two percent (5%) of the Contract Price denominated in the Indian currency.

((@) This date will be Ninety (90) days beyond the Contract Completion 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 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/ 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 (IRDIA), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

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

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety bond from that branch/ Head office, if so required.

Indian Space Policy - 2023

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List of Abbreviations

1. DOS : Department of Space
2. DOT : Department of Telecommunications
3. GSD : Ground Sampling Distance
4. GSO : Geo-Stationary Orbit
5. IN-SPACe : Indian National Space Promotion & Authorisation Centre
6. ISRO : Indian Space Research Organisation
7. ITU : International Telecommunication Union
8. NGE : Non-Government Entity
9. NGSO : Non Geo-Stationary Orbit
10. NSIL : NewSpace India Limited
11. SCC : Satellite Control Centre
12. TT&C : Telemetry, Tracking & Command
13. WPC : Wireless Planning and Coordination

Definitions

1. "Authorisation" shall mean the permission granted by IN-SPACe to any entity working in the Space sector;
2. "Free-To-Air Navigation Signals" shall mean the civilian navigation signals that are broadcast to all users within the service region free of cost by the satellite navigation systems;
3. "GSD" shall mean the distance between two consecutive pixel centres as measured on the ground;
4. "Indian Orbital Resource" shall mean any Orbital Resource acquired or in the process of being acquired by the Indian administration through an ITU Filing;
5. "ITU Filing" shall mean an application submitted to ITU for acquiring the orbital resources;
6. "NGE" shall mean (i) a company incorporated under the Companies Act, 2013 or (ii) a partnership firm established under the Limited Liability Partnership Act, 2008, (iii) Trusts under the Indian Trusts Act 1882 (iv) Association of persons or body of individuals incorporated under relevant statutes in India.;
7. "Non-Indian Orbital Resource" shall mean any Orbital Resource acquired or in the process of being acquired by any country other than India;
8. "Orbital Resource" shall mean any GSO slot and/or NGSO along with the associated frequency spectrum and coverage acquired or in the process of being acquired through an appropriate ITU Filing;
9. "Remote Sensing" shall mean sensing the Earth's surface and atmosphere from space for any purpose including improving natural resources management, land use and the protection of the environment;
10. "SCC" shall mean the satellite control facility for monitoring and control of the satellites and which shall comprise TT&C Earth Stations and associated processing equipment;
11. "Space Activity" shall mean an activity pertaining to the space sector, which shall include, inter-alia, launch, operation, guidance and/or re-entry of any Space Object from outer space.
12. "Space Object" shall mean:
 - (i) any object launched or intended to be launched into an orbital or sub-orbital trajectory around the earth or to a destination beyond earth orbit;
 - (ii) any constituent element of an object referred to in sub-clause (i), or
 - (iii) any other object as may be notified from time to time;
13. "TT&C Earth Station" shall mean an earth station for receiving telemetry from, tracking and command of a Space Object.

14. "WPC" shall mean the Wireless Planning & Coordination Wing of Department of Telecommunications, Ministry of Communications, which is the nodal agency that represents India at ITU. WPC Wing of DoT is responsible for radio spectrum management in the country and acts as the notifying administration for India at ITU for international frequency coordination, notification and recording in the Master International Frequency Register.

1. Preamble

The Government of India unleashed reforms in space domain in 2020, opening the doors for enhanced participation of NGEs in carrying out end-to-end activities in the space domain and with an aim to provide them a level playing field.

Subsequent to these reforms, the Government seeks to provide regulatory certainty to space activities by various stakeholders, in order to create a thriving space ecosystem.

The Indian Space Policy – 2023 has thus been formulated as an overarching, composite and dynamic framework to implement the reform vision approved by Cabinet.

2. Vision

To augment space capabilities; enable, encourage and develop a flourishing commercial presence in space; use space as a driver of technology development and derived benefits in allied areas; pursue international relations, and create an ecosystem for effective implementation of space applications among all stakeholders;

for,

the nation's socio-economic development and security, protection of environment and lives, pursuing peaceful exploration of outer space, stimulation of public awareness and scientific quest.

3. Strategy

In pursuance of the vision set out for the space sector, Government seeks to pursue a holistic approach by encouraging and promoting greater private sector participation in the entire value chain of the Space Economy, including in the creation of space and ground based assets.

Thus, Indian consumers of space technology or services (such as communication, remote-sensing, data-services, launch-services, etc), whether from public or private sectors, shall be free to directly procure them from any source, whether private or public.

Towards this end, the Government shall focus on:

- i. Encouraging advanced Research & Development in space sector to sustain and augment the space program.
- ii. Providing public goods and services using space technology for national priorities.
- iii. Creating a stable and predictable regulatory framework to provide a level playing field to Non-Government Entities in the Space sector through IN-SPACE.

- iv. Promoting space-related education and innovation, including support to space-sector start-ups.
- v. Using space as a driver for overall technology development, nurture scientific temperament in the society, and increase awareness on space activities.

4. Non-Governmental Entities.

NGEs shall be allowed to undertake end-to-end activities in space sector through establishment and operation of space objects, ground-based assets and related services, such as communication, remote sensing, navigation, etc. This would be subject to such guidelines/regulations as prescribed by IN-SPACe.

NGEs would be encouraged to:

1. offer national and international space-based communication services, through self-owned or procured or leased GSO/NGSO communication satellites.
2. establish and operate ground facilities for space objects operations, such as TT&C Earth Stations and Satellite Control Centres (SCCs).
3. use Indian Orbital Resources and/or Non-Indian Orbital Resources to establish space objects for communication services over India and outside India.
4. make new ITU filings through the WPC/DOT to acquire Orbital Resources. NGEs are free to make ITU filings through non-Indian administrations also.
5. establish and operate remote sensing satellite systems within and outside India through self-owned or procured or leased satellites.
6. disseminate satellite-based remote sensing data, as well as applications based on such data, in India and/or outside.
7. develop and commercialise technologies and applications for enhancing and augmenting the satellite navigation, communication and remote-sensing developed and provided by the Government.
8. manufacture and operate space transportation systems, including launch vehicles, shuttles, etc., as well as design and develop reusable, recoverable and reconfigurable technologies and systems for space transportation.
9. establish and operate launch infrastructure.
10. develop space situational awareness capabilities for enhancing observation, modelling and analysis.
11. undertake research, innovation and technology development for long-term sustainability of space activities.
12. provide end-to-end services for safe operations and maintenance in space.
13. engage in the commercial recovery of an asteroid resource or a space resource. Any NGE engaged in such process shall be entitled to possess, own, transport,

use, and sell any such asteroid resource or space resource obtained in accordance with applicable law, including the international obligations of India.

14. undertake any other IN-SPACe prescribed commercial space activity.

5. IN-SPACe- Indian National Space Promotion & Authorisation Centre.

IN-SPACe shall function as an autonomous Government organization, mandated to promote, hand-hold, guide and authorize space activities in the country. For this purpose, IN-SPACe shall periodically issue guidelines and procedures, that would among other things promote ease of doing business.

IN-SPACe shall:

1. act as the single window agency for the authorisation of space activities by government entities as well as NGEs, subject to relevant Government directives, keeping in mind safety, national security, international obligations and/or foreign policy considerations. It shall accord authorizations for following space activities:
 - a. the establishment and/or operations of space object(s);
 - b. the launch and operation of launch vehicles including sub-orbital launches;
 - c. the establishment and operation of launch pads which could be self-owned, leased or be a mobile platform.
 - d. the planned re-entry of Space Objects with or without recovery.
 - e. the establishment and operation of TT&C Earth Stations;
 - f. the establishment and operation of SCCs and/or satellite data reception station(s).
 - g. dissemination of high resolution space-based earth observation data.
 - h. in-orbit sale/ purchase/ transfer of Space Objects
 - i. any other kinds of authorisations as required, which may be notified.
2. Promote industry clusters / zones/ manufacturing hubs/ incubation Centres/ accelerators / technical centres etc., for the space sector;
3. work with industry – both national and overseas – to promote identified space activities and establish India as a preferred service provider for global requirements of products/services in the space sector.
4. work with academia to widen the space ecosystem and enable industry-academia linkages.
5. develop and launch promotional schemes from time to time, as appropriate.
6. define frameworks for developing space industry standards, based on global benchmarks.

7. ensure a level playing field for the utilization of all facilities created using public expenditure, by prioritizing their use among Government entities and NGEs. For this, IN-SPACE will formulate appropriate procedures for prioritisation, and the decisions of IN-SPACE shall be binding on the operators of such facilities.
8. enable establishment of specialised technical facilities by NGEs within the premises of DOS.
9. enable easy access for Government entities and NGEs to space based remote sensing data collected through public expenditure.
10. enable sharing of best-practices with private entities for enabling technology ecosystem.
11. facilitate and incentivize those authorized NGEs:
 - 11.1. that acquire new orbital resources through Indian ITU filings to operate their space objects, in coordination with WPC/DOT and international agencies.
 - 11.2. that bring operations of their space objects that are using Non-Indian Orbital Resources, under a coordinated and registered Indian ITU filing, in accordance with the extant ITU Rules & Regulations.
12. judiciously balance the interests of Government entities and NGEs in ITU filings for Orbital Resources made through WPC/DOT and ensure their utilisation & protection.
13. authorise the use of Space Objects for communication/broadcast services to or from Indian Territory in coordination with other concerned Departments of Government of India. Use of authorized space object(s)
 - 13.1. for broadcast services shall be governed by the rules, regulations & policies of Ministry of Information and Broadcasting (MoIB)
 - 13.2. for telecommunication services shall be governed by the rules, regulations and policies of Department of Telecommunications (DoT), Ministry of Communications.
14. identify technologies developed by ISRO that are ready for transfer to NGEs and facilitate the transfer of such technologies.
15. encourage NGEs to participate in space exploration and in having a human presence in outer space, including collaboration with domestic and international stakeholders.
16. authorise launch manifests for launch-infrastructure created through public expenditure, to ensure equitable access for NGEs to such infrastructure.
17. issue guidelines for meeting safety and security requirements for space objects.
18. prescribe guidelines to address liability aspects arising out of potential damages due to the space activities.

19. ensure registration and other necessary clearances for any space object intended to be launched.
20. make efforts to encourage the broadest possible dissemination of remote-sensing data and applications based on the same. IN-SPACE authorisation is required for dissemination of satellite based remote sensing data of high resolution (Ground sampling distance ≤ 30 cm), owing to national security considerations. Data above GSD > 30 cm needs intimation to IN-SPACE. The thresholds of data categorisation as high resolution shall be reviewed time-to-time.
21. maintain an integrated launch manifest taking into consideration readiness of all stakeholders.
22. prescribe the conditions under which authorisations accorded may be reviewed, revoked, or modified by IN-SPACE.
23. maintain a list of space activities that would require authorization. The list of space activities requiring authorization will be amended from time to time.

6. Indian Space Research Organization

ISRO, as the National Space Agency, will focus primarily on research and development of new space technologies and applications, and for expanding the human understanding of outer space.

Towards this ISRO shall:

1. carry out applied research and development of newer systems so as to maintain India's edge in the sector in the areas of space infrastructure, space transportation, space applications, capacity building and human spaceflight.
2. share technologies, products, processes and best practices with NGEs and/or Government companies.
3. enable open data access from remote sensing satellites of ISRO. In this regard, remote sensing data of GSD of 5 meters and higher shall be made easily accessible in a timely manner on 'free and open' basis to all while remote sensing data of GSD of less than 5 meter, shall be made available free of any charges to Government entities but at fair and transparent pricing to NGEs.
4. make available archived satellite data and satellite derived thematic data from remote sensing satellites of ISRO on 'free and open' basis for further value addition and for research and development purposes on 'as is where is' condition. The details of the archived remote sensing data in terms of resolution, latency etc., will be made known on public domain time-to-time.
5. demonstrate human spaceflight capability and develop a long term road-map for sustained human presence in space. Towards this, it shall identify and develop necessary technologies, infrastructure and ecosystem.
6. define and develop collaborative framework for scientific research in multidisciplinary domains linked to human space activities.

7. undertake studies and missions on in-situ resource utilization, celestial prospecting and other aspects of extra-terrestrial habitability.
8. transition out from the existing practice of being present in the manufacturing of operational space systems. Hereafter, mature systems shall be transferred to industries for commercial exploitation. ISRO shall focus on R&D in advanced technology, proving newer systems and realization of space objects for meeting national prerogatives.
9. foster collaborations and partnerships with industry and academia – both national and international – to pursue research & development in space science, technology and applications.

7. NewSpace India Limited

NSIL, as the Public Sector Undertaking under DOS, shall:

1. be responsible for commercialising space technologies and platforms created through public expenditure.
2. manufacture, lease, or procure space components, technologies, platforms and other assets from private or public sector, on sound commercial principles.
3. service the space-based needs of users, whether Government entities or NGEs, on sound commercial principles.

8. Department of Space:

DOS shall:

1. oversee the distribution of responsibilities outlined in this policy and ensure that the different stakeholders are suitably empowered to discharge their respective functions, without overlapping into others' domain.
2. be the nodal department for implementation of the Indian Space Policy-2023 through detailed policy directives, within the scope of which the various stakeholders shall carry out their assigned functions.
3. interpret and clarify any ambiguities arising in implementation of this policy.
4. ensure the availability of continuous & improved earth observation capability and data to fulfil the national requirements. In this regard, it shall plan and realize remote sensing systems, with the involvement of all stakeholders.
5. participate in international efforts by providing critical remote sensing satellite data for disaster management efforts and meeting the requirements of the sustainable development goals formulated by the United Nations in coordination with the Ministry of External Affairs.
6. ensure sustenance of existing and future satellite constellations, SCCs and ground segments for continuous and guaranteed availability of free-to-air and

secured navigation signals as well as space-based augmentation signals in the defined coverage area.

7. ensure the compatibility and interoperability of Indian satellite navigation and augmentation signals with the other navigation and augmentation signals and ensure their representation in relevant international organisations and standards bodies for the purpose of their recognition, certification and adoption.
8. establish framework to ensure safe and sustainable space operations, in compliance with relevant international space debris mitigation guidelines. It shall also enhance the national space situational awareness capabilities and share observation data with relevant stakeholders.
9. co-ordinate international cooperation and coordination in the area of global space governance and programmes in consultation with Ministry of External Affairs.
10. create appropriate mechanism to resolve any dispute arising out of space activity, as per the extant laws.

9. Applicability and Implementation:

This policy is applicable to any space activity to or from Indian Territory or within the jurisdiction of India including the area to the limit of its exclusive economic zone. Notwithstanding anything contained in this policy, GoI reserves its right to provide exemptions to the provisions contained herein on a case-to-case basis.

SECTION – V

**SCHEDULE OF QUANTITY AND
PRICE**

Schedule of Quantity & Prices (BOO)

(Price to be quoted online in Financial Bid Only)

Name of Work: Procurement of High Resolution Satellite Data and Change Detection Studies for Subansiri Upper H.E. Project, 1605 MW NHPC Limited

Tender Reference No.:

GeM Bid No.:

Item No.	Description of Work	Unit	Qty.	Rate including GST (in Rs.)	Amount including GST (Rs.)
1	Identification, enumeration and monthly change detection of buildings and structures falling within Upper Subansiri Project area for the period September 2024 to September 2025 , using High Resolution satellite optical data of 3 m or better resolution , capable of identification and counting of settlements and hutments, complete in all respects as per scope of work. & Comparative temporal change analysis of maps for the period September 2024 to September 2025 , including identification of new settlements and buildings, complete as per specifications.	Job	1		
2	Supply of High Resolution satellite optical data (≤ 3 m resolution) for the study period along with all processed outputs, GIS layers and maps, to be handed over to NHPC in soft copy and hard copy formats.	Job	1		
3	Field validation of settlements, wherever required, including verification and ground truthing, complete in all respects.	Job	1		
4	Acquisition / fresh tasking of sub-meter resolution satellite data Latest available Data, complete as per technical specifications.	Job	1		
Total Amount including GST (Rs.)					

For
Information
only.

******Separate 'Schedule of Quantities and Price (Bill of Quantities)' attached of Bid document and shall be filled by the Bidder in online E-Tendering mode only.**