

ADDITIONAL TERMS & CONDITIONS (ATC)

1 Work: Procurement of Float Switches installed in the generating units of the Power House at Chamera Power Station-I

(Estimated Cost: Rs.6,10,650/- inclusive GST & all other charges)

2. Prices and Taxes & Duties:

2.1 Prices shall be Firm and on F.O.R. destination basis i.e. Central Store, Chamera Power Station-I, Khairi, Distt-Chamba (HP) inclusive of charges for packing, handling, forwarding and transportation and all applicable taxes & duties *including those assessed on the Employer.*

Further, the contract unit rates shall also be after considering the Input Tax credit and other benefits.

2.2 Taxes, duties and levies, as applicable twenty-eight (28) days prior to deadline for submission of bids (*including on Transportation*), shall be mentioned in Price Bid i.e. SoQ. **(Section-II)**

2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be paid / reimbursed against proper invoice as per rules and other relevant documents, if any and restricted to the total amount of Taxes & Duties in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by NHPC.

TDS wherever statutory required under any Tax Act/Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

2.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty-Eight) days prior to deadline for submission of bid will be adjusted / reimbursed against production of documentary evidence subject to timely delivery as per terms & condition of contract.

2.5 *Invoices and other documents submitted by contractor/supplier for payment under interim Payment Certificate/Final Payment Certificate or any other payment under the contract shall be in accordance with the GST Law.*

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

2.6 The GSTIN along with relevant details for Chamera Power Station-I has been indicated below for your ready reference.

Name of Project / Unit	:	NHPC LIMITED, Chamera Power Station-I
Address of Principal place of business/ Additional place of business	:	PO-KHAIRI, TEHSIL-DALHOUSIE
State	:	Himachal Pradesh
State Code	:	02
GSTIN	:	02AAACN0149C1ZB
Principal place of business for the purpose of GST	:	Khairi, Distt-Chamba (HP)-176325.

3. Delivery Period: 08 Weeks.

4. Liquidated Damages:

If the Supplier fails to attain completion of the supply of the material or any part thereof within the prescribed time for completion under clause 5.0 or any extension thereof (due to delays not attributable to the Supplier), the Supplier shall pay to the Purchaser liquidated damages equal to the amount computed @ $\frac{1}{2}$ (half) percent per week or part thereof of Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price. However, cost compensation for any time extension shall not be paid.

5. Performance Guarantee:

~~Performance security should be deposit within 28 days of receipt of Order, the Supplier shall furnish to the Engineer-in-Charge/Consignee a performance security in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Form-3** of ATC Document herewith for an amount equal to **Five percent (5%)** of the originally awarded contract price by way of guarantee valid till **90 Days** beyond the defect liability period for the due and faithful performance of the delivery along with the other terms and conditions agreed to. Performance security shall not be released till Liquidated damage, if any, is pending for recovery.~~

~~If the supplier 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 supplier. In case, the supplier does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days. The interest accrued shall be payable by the supplier within 14 days from the date of intimation by tender inviting authority in from of bank demand draft /Banker Cheque in favour of 'NHPC Limited', 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 supplier shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for delivery period or any other type of claim on account of delayed submission of performance security shall be entertained. If supplier fails to submit the performance security within 45 days (for the supply having time for delivery — up to 12 months) or 60 days (for the supply having time for delivery — more than 12 months) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such supplier:~~

- ~~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 supplier shall be hosted on the NHPC website etc. as per existing norms of NHPC /Govt. of India.~~
- ~~V. Such defaulted supplier shall not be eligible to participate in the bidding process of re tender of this supply.—~~

~~The supplier shall at his own cost get the validity period of bank guarantee furnished by him extended from time to time till 90 days beyond the defect liability period 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/Consignee 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 delivery of the entire supply, including extension, if any. However, the performance security shall not be released till compensation, if any, is pending for recovery.~~

~~The Performance Security/Security deposit amount will not earn any interest for the whatsoever period detained by NHPC. Bidders shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:~~

For Direct Payment:

~~Name of the beneficiary: NHPC Limited.~~

~~Account No.: 11538537066.~~

~~IFSC Code: SBIN008844.~~

~~Address of the Bank: State Bank of India, Khairi, Chamba (HP).~~

For SFMS facility:

~~Name of the beneficiary: NHPC Limited.~~

~~Account No.: 10813608692~~

~~IFSC Code: SBIN0017313~~

~~Address of the Bank: State Bank of India, CAG II, NEW DELHI~~

6. Guarantee / Warrantee:

~~The equipment/ items/system shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 12 months commencing upon the setting to work of item/ plant or 18 months from the date of despatch whichever is earlier. During the Warrantee period the Supplier shall repair/replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.~~

7. Engineer-In-Charge:

DGM (E), Power House, NHPC Limited, Chamera Power Station-I, Khairi shall be Engineer-In-Charge of the aforesaid contract.

E-mail: pchem-chamera1@nhpc.nic.in , Ph# 9532887358

Consignee:

Sr. Manager (Stores), NHPC Limited, Chamera Power Station-I, Khairi, Distt- Chamba (HP).

E-mail: store-chamera1@nhpc.nic.in. Ph# 9458301959

8. Paying Authority:

Dy General Manager (Finance), NHPC Limited, Chamera Power Station-I, Khairi, Distt- Chamba (HP).

E-mail: finance-chamera1@nhpc.nic.in Ph# 9818591968

9. General:

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

10. Court of Competent Jurisdiction:

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the District Court, Chamba/ HP High court, Shimla.

11. Technical Parameters:

As per attached annexure 'A'

12. INTEGRITY PACT:-

To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is to implement a transparency pact.

The Pre-contract Integrity Pact, signed by all the prospective Bidders and the Purchaser 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 Purchaser shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided below is a basic qualifying requirement.

Pre-contract Integrity Pact, is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order.

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

(1.)	(2.)	(3.)
Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017. e-mail: arsv50@gmail.com	Sh. Prabhash Singh, E7M702, Housing Board Colony, Arera Colony, Bhopal, MP-462016. e-mail: srgmhrbpl@gmail.com	Sh. Upendra Malik B-108, NSG Society, Plot-2 Pocket-6, Builders Area, Greater Noida-201315. e-mail: upendra.malik@gmail.com

**Signature of Authorized signatory/Bidder
(Seal of the Firm)**

Schedule of Quantities/BoQ

Sr. No	Description	Qty	Make/ Model	HSN CODE	GST%
1	Water Level Float Switch	18 Nos	Make-Flygt Model- ENM10		

Note: Bidder is required to quote total cost including all taxes & charges etc for the tender against the estimated cost of **Rs. 6,10,650/-** on GeM Portal. However, on demand, the bidder shall provide the Price breakup if required by the buyer.

Signature of Authorized signatory/Bidder

(Seal of the Firm)

Technical Specification of Water Level Float Switch

Sl no.	Description	Requirement
1	<i>Make/Model</i>	Make : Flygt Model : ENM10
2	<i>Type</i>	Unguided/freely suspended water Level Float Switch
3	<i>Microswitch Contacts</i>	1 NO
4	<i>Operating Voltage</i>	220 VDC / 230 VAC
5	<i>Current Rating</i>	Min. 2 Amp. or more
6	<i>Float Casing</i>	Hermetic encapsulation with Polypropylene
7	<i>Float Cable</i>	Polychloroprene/Nitrile/PVC rubber compound.
8	<i>Cable Length</i>	Atleast 10 meter or more
9	<i>External Ballast</i>	Without
10	<i>Degree of protection</i>	Atleast IP 68

(to be filled and uploaded online)

BID PROFORMA

- | Sl. No. | Description of information | Replies by the bidder | | | | |
|---------|--|---|-----|----------|--|--|
| 1. | Name of the firm : | | | | | |
| 2. | Complete address of Regd./Head Office | | | | | |
| | i) Postal : | Telephone/ Fax | | | | |
| | ii) E-mail : | | | | | |
| 3. | Former name of the Firm (if any) : | | | | | |
| 4. | Type of the firm
(Proprietary/Partnership/ Private Ltd. Co./
Public Ltd. Co.) | | | | | |
| 5. | Whether MSE or Start-Up:
(tick in the appropriate box) | <table border="1"><thead><tr><th>MSE</th><th>Start-Up</th></tr></thead><tbody><tr><td></td><td></td></tr></tbody></table> | MSE | Start-Up | | |
| MSE | Start-Up | | | | | |
| | | | | | | |
| 6. | Year and place established : | | | | | |
| 7. | Are you registered with any Government?
Public Sector Undertaking/DGS&D/NSIC
(if yes, give Details) for supply of similar
Items / Equipment covered under the
Specifications | | | | | |
| 8. | Have your Company ever been declared
Bankrupt:
(if yes, give details)? | | | | | |
| 9. | Validity period of tender, reckoned from
the last date of online bid submission : | 120 days | | | | |
| 10. | Whether all technical particulars, drawings
etc., are furnished and filled: in all schedules,
appended to the tender documents. | | | | | |

11. Rate of Taxes & Duties : (Mention here only % rates as applicable)
- 1. Supply/Installation: :(%)
 - a) GST :(%)
 - b) Any Other Tax, If any
 - 2. Transportation Charges: :(%)
 - a) GST :(%)
 - b) Any other taxes & duties etc.

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

13. Whether all terms & conditions and technical specifications as per NIT are accepted: Yes / No

Station: _____

Date: _____

For & on behalf of: _____

Signature: _____

Name: _____

Designation: _____

(of the authorized representative of the bidder)

Signature of Authorized signatory/Bidder

(Seal of the Firm)

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

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

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

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

Signature of Authorized signatory/Bidder

(Seal of the Firm)

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

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

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

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

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

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

Signature of Authorized signatory/Bidder

(Seal of the Firm)

Declaration Regarding No Deviation

Sl. No.	Declaration Type	Declaration	Accepted/ Rejected
1.	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.	Accepted / Rejected
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document (including ATC, Pre-Integrity Pact with Guidelines on banning of business i.e. Annexure-A to Integrity Pact, Scope of work and all the Technical Parameters) and we agree to abide by the same unconditionally.	Accepted / Rejected
3.	Correctness of bid	We hereby declare that information furnished with Bid is correct in all respect.	Accepted / Rejected

Signature of Authorized signatory/Bidder

(Seal of the Firm)

(Declaration regarding insolvency by the Bidder)

“Self-Declaration by the Bidder”

(To be submitted on Company’s letter head)

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).

Signature of Authorized signatory/Bidder

(Seal of the Firm)

**Format for Self-Certification under Preference to
“MAKE IN INDIA” Policy**
(Refer Clause No. 2.8 & 3.4.4 of ITT)
CERTIFICATE

In line with Government Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No _____

Details of location at which local value addition will be made is as follows:

Item Description	Country of Origin	Class/ % of Local Content
Water Level Float Switch		

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Authorized signatory/Bidder
(Seal of the Firm)

Note: To be submitted on the letter head of Manufacturer/ bidder.

**Declaration for Income Tax Return Filing Status
(u/s 206AB/206CCA of Income Tax Act.1961)
(To be submitted on Company's letter head)**

We hereby confirm that we have filed the income Tax Return (ITR) for last financial year for which the time limit of filing return of income u/s 139(1) has already expired as on the date of this declaration

1. Status of filing of Return of income: -

Financial year	Acknowledgment ITR Number	Date of filing
Previous year immediately preceding the financial year in which tax is to be deducted / collected		

2. Threshold limit for tax deducted at source ('TDS') and tax collected at source ('TCS')

This is to declare that the aggregate of TDS and TCS for Financial Years (Previous year immediately preceding the financial year in which tax is to be deducted / collected) is Excess of 50,000/- in our case.

3. OUR PAN number is:-

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4. We further declare that information furnished above is true and correct. In case any part of the above declaration is untrue/false, we undertake to indemnify the Company shall recover the TDS amount from us along with Interest and Penalty.

5. The ITR Acknowledgments/ screen shot from the income tax website indicating the filing of return for Previous year immediately preceding the financial year in which tax is to be deducted / collected is enclosed herewith.

6. The ITR Acknowledgments/ screen shot from the income tax website indicating the filing of return for Previous year immediately preceding the financial year in which tax is to be deducted / collected shall be submitted after filing the same within the time allowed under Section 139 (1) of income tax Act. 1961.

Place:
signatory/Bidder

Signature of Authorized

(Seal of the Firm)

Date:

Name:

Designation:

Note: The bidder is required to submit copy of ITR Acknowledgment in support of above declaration.

Land Border Sharing Declaration FORM – 1A

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref.
F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

(To be submitted on Company's letter head)

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that M/s(mention bidder name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that M/s.....(mention bidder name) fulfills all requirements in this regard and is eligible to be considered.

Evidence of valid registration by the Competent Authority is hereby attached.

Date 2025

Signature of Authorized signatory/Bidder

(Seal of the Firm)

(Declaration regarding Banning of Business)

Self-Declaration by the Bidder

(To be submitted on Company's letter head)

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

That I/We have not been banned/ de-listed/ blacklisted/ debarred from business on the
grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annexure-A to
Integrity Pact).

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

Signature of Authorized signatory/Bidder

(Seal of the Firm)

Guidelines on Banning of Business Dealings

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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

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

4.0 Initiation of Banning/ Suspension

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

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if the investigations are not completed within six months, the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings.
- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region / Corporate Office (in case the works awarded/ under Tendering from Corporate office). In case of work falling in the competency of HOP and below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in

case of work falling under the competency of CGM and below at Corporate Office suspension shall be effective at Corporate Office. During the period of suspension, no business dealing shall be held with the Agency.

- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I**

6.0 Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of 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 implication for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

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

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

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case

the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

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

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

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

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

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

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

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another

committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the Report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal and call the Agency for personal hearing, if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

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

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

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

***Signature of Authorized signatory/Bidder
(Seal of the Firm)***

(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:

- a) As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.
- b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders. Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.
- c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equipment has been supplied by such Agency.
- d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

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

Yours faithfully,

For & On behalf of NHPC

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref:

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC

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

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Banning of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dtd..... amounting to ` 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 of _____years/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry/ Bid/ Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

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

i) Participation of Agency in Joint Venture:

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

ii) Banning of joint Venture:

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

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

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

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

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

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

Appellate Authority:

Designation:

Address:

Ph. no.

e-mail:

Yours faithfully,

For & On behalf of NHPC

Note: Strikeout whichever is not applicable

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

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

Ref: 1. Order dated Placing M/s on Suspension/Banning List by NHPC;
2. Your Appeal reference Dt.....

Dear Sir,

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC

Check list/Documents to be submitted alongwith bid duly filled, signed and stamped:

Sl. No.	Documents to be submitted by the bidders	To be uploaded along with bid
01	EMD of ₹12,000/- or Self certified Copy of valid Certificate towards exemption of EMD	EMD to be deposited through Demand Draft in favour of "NHPC Limited" payable at Chamera Power Station-I, Khairi, Chamba or ECS/NEFT in NHPC bank account mentioned in the ATC.
02	Schedule of Quantity	Duly filled, signed & stamped copy
03	Technical Specifications	Signed and stamped copy as acceptance
04	GST, PAN Card	Scanned copy
05	ISO 9001 certificate	Signed and stamped copy
06	Bid Performa (Annexure-I)	Duly filled, signed & stamped copy
07	ECS-Form (Annexure-II)/ Cancelled cheque/ EFT Mandate	Duly filled, signed & stamped copy
08	Declaration/Undertaking under MSMED Act, 2006 (Annexure-III)	Duly filled, signed & stamped copy
09	Declaration Regarding Applicability of Start-Ups under Start-Up India Initiative (Annexure-IV)	Duly filled, signed & stamped copy
10	No Deviation Declaration (Annexure-V)	Duly filled, signed & stamped copy as acceptance
11	Undertaking regarding proceedings for Insolvency under Insolvency and Bankruptcy Code 2016 act (Annexure -VI)	Duly filled, signed & stamped copy
12	Declaration Regarding Make in India (Annexure-VII)	Duly filled, signed & stamped copy
13	Undertaking by Bidder towards Anti-Profiteering Clause of GST Act/Rules (Annexure-VIII)	Duly filled, signed & stamped copy
14	Declaration for ITR Filing Status along with copy of ITR Acknowledgment Receipt (Annexure-IX)	Duly filled, signed and stamped copy
15	Declaration Regarding Land Border Sharing Declaration Form -1A (Annexure-X)	Duly filled, signed & stamped copy
16	Declaration Regarding Banning of Business dealings (Annexure-XI)	Duly filled, signed & stamped copy
17	Pre-Contract Integrity Pact (Annexure-XIII) alongwith Guidelines on Banning of Business Dealings (Annexure-A)	Duly filled, signed & stamped copy