



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



**CUSTOM BID TENDER DOCUMENT  
FOR  
HIRING OF SERVICES**

**Name of Work: Servicing/Overhauling of Dilo Make SF6 Gas Handling Cart (Dilo Cart) at Chamera1 Power Station, Khairi, Chamba (H.P.).**

**Tender Specification No. NH/CPS-1/P&C/W-1624/2026-27/46**

**dated:22/04/2026**

**E-Tender Document**

**For**

**M/s Super Phoenix (Inida) LLP, Mumbai**

**NHPC Office Complex Sector - 33, Faridabad, (Haryana) – 121003 (INDIA)**

## ADDITIONAL TERMS & CONDITIONS (ATC)

In addition to General Terms & Conditions (GTC) applicable on GeM, the following Additional Terms & Conditions (including SCC & Scope of Work) shall be applicable. But in case of any conflict or inconsistency between these conditions and GeM GTC, provisions of Additional Terms & Conditions herein shall prevail.

**Name of work:** Servicing/Overhauling of Dilo Make SF6 Gas Handling Cart (Dilo Cart) at Chamera1 Power Station, Khairi, Chamba (H.P.).

**Estimated Cost:** Rs.14,18,950/- Including all taxes

**Contract Period:** As per SCC.

1. This bid is reserved for **M/s Super Phoenix (Inida) LLP, Mumbai.**
2. Bidder must produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN), EPF Registration No., ESIC Registration No. (as applicable)
3. Bidder should submit copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder. Additional information as sought in the Annexure-I (Bid Proforma) shall be provided
4. The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact [if applicable], ITB Clause 9.0. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.
5. Within -30-days of date of issue of Letter of Acceptance, Contract Agreement shall be drawn on Non-Judicial Stamp paper of appropriate value with the successful bidder on prescribed Form (Annexure-A1)
6. NHPC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.
7. It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations.
8. Bidder shall submit along with the bid, the requisite Bid Security / EMD for total amount of **Rs. 28,000/- (Rupees Twenty Eight Thousand Only)** as given in Bid Document. Bid security / EMD may be deposited in the form of Crossed Bank Draft in favour of NHPC Limited, payable at SBI Khairi (IFSC Code: SBIN0008844). Hard copy of the Crossed Bank Draft will have to be submitted directly to the buyer at following address within 5 days of bid opening. Failure to do so may prevent a tender from being considered.

**Dy. General Manager,  
Procurement & Contract,  
Chamera Power Station-I, Khairi, Distt -Chamba ,(HP)-176325 Phone no 01899-263022.**

Bid security / EMD may also be deposited online as per the detail given below and documentary evidence of same shall be uploaded in the online bid.

Name of the beneficiary: **NHPC Limited**

Account No.: **11538537066**

IFSC Code: **SBIN0008844**

Address of the Bank: **SBI Khairi**

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid.

#### 9. **PERFORMANCE SECURITY / SECURITY DEPOSIT:**

Performance security should be deposit within 28 days of receipt of Order, the Contractor shall furnish to the Engineer-in-Charge a performance security in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format as **Annexure-A** herewith for an amount equal to **(05) Five percent** of the originally awarded contract price by way of guarantee valid till **90 days** beyond the Contract period as mentioned in the Order for the due and faithful performance of the contract along with the other terms and conditions agreed to.

If the contractor does not submit the performance security within the stipulated period due to any valid reason. Tender inviting Authority may grant time extension for submission of performance security based on the request of contractor. In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days. The interest accrued shall be payable by the contractor within 14 days from the date of intimation by tender inviting authority in from of bank demand draft /Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills/ any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained. If contractor fails to submit the performance security within 45 days (for the contracts having time for completion – up to 12 months ) or 60 days ( for the contracts having time for completion – more than 12 months ) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

- I. 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 extended from time to time till 90 days beyond the completion of work as per the provisions of the

contract. He shall furnish the extended/revised Bank Guarantee to the Engineer-in-charge one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended/revised Bank Guarantee is not received by the Engineer-in-charge within the specified period of one month, the Employer entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.

The Performance Security / Security deposit shall be released after successful completion of the entire Contract Period, 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:

Name of the beneficiary: **NHPC Limited**

Account No.: **11538537066**

IFSC Code: **SBIN0008844**

Bank name and address: **State Bank of India, Khairi, Chamba (HP).**

**PERFORMANCE GUARANTEE FORM**

**Bank Guarantee**

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

Bank Guarantee No. ....

Date ....."

To,

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

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these

presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

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

Dated this .....day of ..... 20'..... at .....

**WITNESS**

**Signed for and on behalf of the Bank**

1. ....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)

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

2. ....  
(Signature)

.....  
(Name)

.....  
(Official Address)

Communication address of the Bank

Name of the contact person  
Tel. No.

Fax No.

Email:

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

proportions of currencies.

- (@) This date will be **ninety (90) days** beyond the Contract period as specified in the Contract. The Bank Guarantee shall be released after completion of job and upon certification by Engineer/ Officer -in-charge.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
  3. Vendor's stamp with full details i.e. name of the Employer in whose favour for which this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
  4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.

**ANNEXURE-I**

*(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<br>(Proprietary/Partnership/ Private Ltd. Co./<br>Public Ltd. Co.)   |   |     |          |  |  |
| 5.     | Whether MSE or Start-Up:<br>(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:<br>Public Sector Undertaking/DGS&D/NSIC<br>(if yes, give Details) for supply of similar<br>Items/Equipments covered under the<br>Specifications |   |     |          |  |  |
| 8.     | Have your Company ever been declared<br>Bankrupt:<br>(if yes, give details)?  |   |     |          |  |  |
| 9.     | Validity period of tender, reckoned from :<br>the last date of online bid submission  | <b>120 days</b>   |     |          |  |  |
| 10.    | Whether all technical particulars, drawings<br>etc., are furnished and filled: in all schedules,<br>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 : .....(%)

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

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

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

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

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

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

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

***Signature of Authorized signatory/Bidder***

**(Seal of the Firm)**

ECS-Form  
**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) ACCOUNTTYPE : (S.B.  
Account / Current Account or /Cash Credit  
with code10/11/13)

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: **Signature of Authorized signatory/Bidder**

**(Seal of the Firm)**

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

(Bank's Stamp)

Date: \_\_\_\_\_  
Signature of the Authorized  
Official from the Bank

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

**Self-Declaration by the Bidder**

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

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)***

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

**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**

**(to be submitted by bidder)**

<b>Sl. No.</b>	<b>Declaration Type</b>	<b>Declaration</b>	<b>Please strike out which is not applicable</b>
1.	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.	<b>Accepted/ Not Accepted</b>
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document (including ATC, Guidelines on Banning of Business Dealings, Scope of work and Technical Specifications of work) and we agree to abide by the same unconditionally.	<b>Accepted/ Not Accepted</b>
3.	Correctness of bid	We hereby declare that information furnished with Bid is correct in all respect.	<b>Accepted/ Not Accepted</b>

***Signature of Authorized signatory/Bidder***

**(Seal of the Firm)**

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

(To be submitted on Letterhead)

To,

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 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 price.

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 price. Further, any additional benefit of ITC if available shall be passed on to the employer.

Further, we hereby confirm that our quoted prices are duly considered maximum possible benefits 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 further by the Contractor/ Supplier under any GST Refund/Exemption or Subsidy Scheme, the same shall be passed on to the Employer.

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

Place:

***(Signature of Authorized signatory/Bidder)***

**(Seal of the Firm)**

Date:

Name:

Designation:

*(To be filled and uploaded online)*

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

**(Format of Integrity Pact)**

**PRE CONTRACT INTEGRITY PACT**

**Between**

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

**And**

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

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

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

~~NOW, THEREFORE,~~

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

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

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

**1.0 Commitments of the Employer**

~~1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.~~

~~1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.~~

~~1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.~~

~~2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.~~

### **3.0 Commitments of the Bidder(s)/Contractor(s)**

~~The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:~~

~~3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.~~

~~3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.~~

~~3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.~~

~~3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any/ all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.~~

~~3.5 Deleted.~~

~~3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.~~

~~3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.~~

~~3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.~~

~~3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.~~

~~3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.~~

~~3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.~~

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

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

~~3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.~~

~~3.14 The representative of the Bidders(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.~~

~~3.15 In case of sub-contracting, the bidder/ principal contractor 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).~~

#### ~~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 monitor) 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 an later date, the IEM shall inform CMD, NHPC and recuse himself/ herself from that case.~~

~~7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.~~

~~7.8 The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.~~

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

### **8.0 Facilitation of Investigation**

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

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

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

### **10.0 Other Legal Actions**

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

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

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

### **11.0 Validity**

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

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

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

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

~~For & On behalf of the Employer \_\_\_\_\_ For & On behalf of the Bidder/Contractor \_\_\_\_\_~~

~~(Office Seal) \_\_\_\_\_ (Office Seal) \_\_\_\_\_~~

~~Place \_\_\_\_\_ Place \_\_\_\_\_~~

~~Date \_\_\_\_\_ Date \_\_\_\_\_~~

~~Witness1. \_\_\_\_\_ Witness1. \_\_\_\_\_~~

~~(Name and address) \_\_\_\_\_ (Name and address) \_\_\_\_\_~~

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

~~(Name and address) \_\_\_\_\_ (Name and address) \_\_\_\_\_~~

**Guidelines on Banning of Business Dealings**

**1.0 Introduction**

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

**2.0 Scope**

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

**3.0 Definitions**

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

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

- b. For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director )
    - Competent Authority: Concerned Director/Executive Director as the case may be
    - Appellate Authority: CMD /Concerned Director as the case may be
  - c. For works awarded/under Tendering from Corporate 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 15days 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.



**(Format for Intimation of Suspension of business dealing)**BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

Dear Sir,

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

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

*Brief of the default*

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

This order shall have the following effects:

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

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

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

**ii) Banning of joint Venture:**

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

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

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) no .....dt.you have submitted your bid .(strike whichever is not applicable)

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

“Brief of the Default may be mentioned”

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

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

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period of \_\_\_\_\_years/month Competent Authority may extend the period of Banning.

- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry/ Bid/ Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- vi) a) In case the Firm is in Joint Venture the following would also be applicable:

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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

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

Appellate Authority:

Designation:

Address:

Ph. no.

e-mail:

Yours faithfully,

For & On behalf of NHPC

*Note: Strikeout whichever is not applicable*

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**(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 &amp; On behalf of NHPC

**SCOPE OF WORK & SCC**

**Name of work:** Servicing/Overhauling of Dilo Make SF6 Gas Handling Cart (Dilo Cart) at Chamera1 Power Station, Khairi, Chamba (H.P.).

**A. SCOPE OF WORK:-**

The scope of work shall include the followings:-

1. Physical Inspection/Verification of the Sf6 Gas Handling Plant.
2. Replacement of Particle Filters of Sf6 Gas Handling Plant and Pre Filter Arrangement.
3. Replacement of Dry Filters of Sf6 Gas Handling Plant and Pre Filter Arrangement.
4. Replacement of Exhaust Filter and Oil of Vacuum Pump (Make-Busch, Cap-40m3/hr) of Sf6 Gas Handling Plant.
5. Replacement of Inlet & Outlet Hoses of Compressor of Sf6 Gas Handling Plant.
6. Replacement of Inlet & Outlet Hoses of Vacuum Compressor of Sf6 Gas Handling Plant.
7. Functional & Operational Checks to ensure the efficient working of the Sf6 Gas Handling Plant.
8. Electrical Checks and Verification of All Electrical Components of the Sf6 Gas Handling Plant.
9. Testing of the Compressor, Vacuum Compressor & Vacuum Pump Etc. of the Sf6 Gas Handling Plant.
10. Checking of Other Mechanical Components of the Sf6 Gas Handling Plant.
11. Checking of Leaks of the Device.
12. Any other Checks/Repairs required for ensuring the Healthy Operation of Sf6 Gas Handling Plant.

**B. SPECIAL CONDITION OF CONTRACT (SCC):-**

1. Firm shall depute his Expert Service Engineer to carry out the Complete Servicing/Overhauling of the Dilo Make Sf6 Gas Handling Plant/Cart (Dilo Cart) at CPS-1 as per Scope of Work mentioned above.
2. **Delivery Period for Spares/Consumables:** 25 Weeks from the Date of Issue of Letter of Award.
3. **Deputation Period for Service Engineer:** Firm shall depute his Service Engineer for the above work within 30 days from the date of intimation by Engineer-in-charge after Receipt of Materials/Spares at Site.

4. **Tools & Tackles:** All Necessary Tools & Tackles required for Servicing/ Overhauling of the Sf6 Gas Handling Plant are to be provided by the Firm with the Service Engineer.
5. **Safety in Work:** Carrying out the work in safe and sound manner shall be the responsibility of the firm and firm shall follow all statutory guidelines in this regard.
6. **Prices:** Prices shall be firm and final for the complete job (Supply & Service) to be carried out at Chamera Power Station-1, Khairi.
7. **Transportation & Accommodation:** To and Fro Travelling Expenses of Service Engineer from Firm's Premises to CPS-1 Site and Back shall be in Scope of the Firm. Local Transport within the area of the Power Station shall be arranged by the Power Station Free of Cost. Accommodation at the Power Station will be provided to the Service Engineer of the Firm on Chargeable Basis subject to Availability.
8. **Payment:** 100% Payment shall be released through NEFT/RTGS/Demand draft after completion of said work upon submission of invoice and all related documents. Bank charges shall be borne by the contractor. The Firm will provide relevant details for facilitating online payment.
9. **Taxes and Duties:** Taxes as applicable shall be deducted from the payment of the firm. GST has been included in the Work Order value.
10. **Engineer-in-charge:** Dy. General Manager (E), Power House, Chamera Power Station-1, Khairi, Chamba (H.P).
11. **Paying Authority:** Dy. General Manager (F)/HOD (F), Chamera Power Station-1, Khairi, Chamba (H.P).

***Signature of Authorized signatory/Bidder***

**(Seal of the Firm)**

### Schedule of Quantities & Prices

**Name of work:** Servicing/Overhauling of Dilo Make SF6 Gas Handling Cart (Dilo Cart) at Chamera1 Power Station, Khairi, Chamba (H.P.).

Sl. No.	Item Description	Unit	QTY	Total Amount including GST @18%
1	Dry Filter.	Nos.	2	<b>To be quoted online for total Contract Price (Inclusive of GST) &amp; not to be uploaded with Technical bid.</b>
2	Particle Filter	Nos.	3	
3	Vacuum Pump Exhaust Filter Kit	Nos.	1	
4	Vacuum Pump Oil	Ltr.	3	
5	Ball Valve, DN8, PN64 with Hand-Wheel	Nos.	1	
6	Pressure Regulator/Reducer for Sf6 Reference Gas Bottle	Nos.	1	
7	Power Cable (Connecting Cable) for Sf6 Gas Handling Cart with Connector, Length-20 Mtr.	Nos.	1	
8	Rubber Hose DN20, Length-0.6 Mtr.	Nos	1	
9	Rubber Hose DN8, Length-0.95 Mtr.	Nos	1	
10	Rubber Hose DN8, Length-0.55 Mtr.	Nos	1	
11	Rubber Hose DN8, Length-1.3 Mtr.	Nos	1	
12	Transition Piece DN8/20	Nos	2	
13	Rubber Hose for Storage (Cylinder), DN20, PN64, Length-5 Mtr. with 5 different Bottle Connections	Nos	2	
14	Rubber Hose for Compartment with Coupling Tongue Part, DN20 at Both Ends, PN64, Length-20 Mtr.	Nos	1	
15	Service Charges	LS	1	

**Note:** The bidder has to quote total price including GST, any other taxes & charges for the Tender against estimated price i.e. Rs.14,18,950/- on GeM Portal. However, the bidder shall be required to furnish visit wise break-up of the above quoted amount on request by the buyer.

***Signature of Authorized signatory/Bidder***

**(Seal of the Firm)**

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

<b>S.No.</b>	<b>Document Required</b>	<b>Action required</b>	<b>If Submitted Please Tick</b>
1	Bid Security / EMD or copy of valid Certificate towards exemption of EMD as per GeM GTC with the bid	To be submitted in hard copy in case of DD uploaded online	
2	Legal status of Firm/Notarized Power of Attorney along with authority of Executants	To be uploaded online	
3	Duly signed & Stamped at each page of Banning Guideline on banning business dealing (Annexure-A to Integrity Pact)	To be uploaded online	
4	Bid Proforma (Annexure-I)	To be uploaded online	
5	ECS Form (Annexure-II) duly filled and verified by the concerned bank	To be uploaded online	
6	Duly filled, signed & stamped Self-declaration as per Annexure-III	To be uploaded online	
7	Declaration/Undertaking under MSMED Act, 2006 (Annexure-IV)	To be uploaded online	
8	Declaration regarding applicability of Start-Ups under Start-Up India Initiative alongwith copy of certificate. (Annexure-V)	To be uploaded online	
9	Declarations by the Bidder (Annexure-VI)	To be uploaded online	
10	Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules ANNEXURE-VII	To be uploaded online	
11	Copy of GSTIN registration certificate, PAN card and EPF/ESIC Registration (If applicable)	To be uploaded online	
12	Duly signed & stamped copy of SCC & Scope of Work	To be uploaded online	
13	<b>Schedule of Quantities &amp; Prices i.e. Financial Bid (Price Bid)</b>	To be uploaded online	

**AGREEMENT**

**(to be executed on non-judicial stamp paper of appropriate value)**

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

- (1) NHPC Ltd., a Company registered under the Company Act, 1956 and having its principle place of business/registered office at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003, HARYANA (hereinafter called the "Purchaser"), and which expression shall include its permitted successors and assigns.
- (2) M/S.....and having registered office at ..... (herein after referred to as the 'Supplier') which expression shall include the permitted successors and assigns.

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

Section-I	Letter of Award No. ....and Schedule of Quantities & Prices
Section-II	Special Conditions of Contract
Section-III	Technical Specifications (if any)

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

That is to say, in consideration of the payments to be made to the Supplier by the Purchaser as hereinafter mentioned, the Supplier shall supply the Goods and perform related services in the contract within and at the times and in the manner and subject to the terms & conditions and stipulations mentioned in the said contract document.

AND in consideration of the due provision and satisfactory supply of the said Goods and related services, the Purchaser will pay to the Supplier the sums as per the Schedule of Quantities and Prices contained in Section-I or such other as may become payable to the Supplier under the Contract, such payment to be made in time and in such manner as is provided by the Contract.

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

(For and on behalf of  
the Contractor)

(For and on behalf of NHPC)

In the presence of

- 1.
- 2.

In the presence of

- 1.
- 2.