



एनएचपीसी लिमिटेड

NHPC LIMITED
(A Govt. of India Enterprise)

Loktak Project, Manipur Post
Office: Loktak, Komkeirap Distt:
Churachandpur, Manipur–
795124 E-Mail: pnc-
loktak@nhpc.nic.in

CIN: L40101HR1975GOI032564

(Domestic Open Competitive Bidding)

NHPC लिमिटेड (भारत सरकार का एक सार्वजनिक क्षेत्र का उपक्रम) की ओर से, भारत में पंजीकृत घरेलू बोलीदाताओं से 'टू कवर सिस्टम' के तहत ऑनलाइन इलेक्ट्रॉनिक बोलियाँ (ई-टेंडर) आमंत्रित की जाती हैं।

Online electronic bids (e-tenders) under two cover systems are invited on behalf of NHPC Limited (A Public Sector Enterprise of the Government of India) from domestic bidders registered in India.

आपूर्ति का नाम: - डेस्कटॉप PC और UPS यूनिट्स की खरीद।

Name of Supply: - Procurement of Desktop PCs and UPS Units.

Tender Specification No.: NH-LPS-ITC013(11)/1/2026-ITC

टेंडर दस्तावेज़ GeM पोर्टल <https://bidplus.gem.gov.in/published-bids> से देखे और डाउनलोड किए जा सकते हैं।

बोली केवल ऑनलाइन ही <https://bidplus.gem.gov.in/published-bids> पर, बोली जमा करने की अंतिम तिथि और समय तक जमा की जानी है। टेंडर दस्तावेज़ की हार्ड कॉपी की बिक्री लागू नहीं है।

Tender document can be viewed and downloaded from GeM portal <https://bidplus.gem.gov.in/published-bids>.

The bid is to be submitted online only on <https://bidplus.gem.gov.in/published-bids> up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.

1.0 Brief Details & Critical Dates of Tender:

1.1 Brief Details of Tender:

S. No.	Item	Description
(i)	Name of Supply	Procurement of Desktop PCs and UPS Units.
(ii)	Tender Specification No.	NH-LPS-ITC013(11)/1/2026-ITC
(iii)	Mode of tendering	Open Mode
(iv)	Tender ID	GEM/2026/B/7420103

(v)	Cost of bidding document	NA
(vi)	Estimated cost	₹ 10,27,463
(vii)	EMD (Bid Security)	₹ 19,000/- + ₹ 1500/- may be deposited in the form of Crossed Demand Draft/ Banker's Cheque in favour of "NHPC Limited" payable at "State Bank of India, Loktak HEPA Branch" (Code-05329), Komkeirap.
(viii)	Completion Period / Schedule	45 days
(ix)	Required validity of Bid	120 days from the last date of online submission of Bids.
(x)	Independent External Monitor	Sh. Prabhash Singh and Sh. Upendra Malik.
(xi)	Name of Institution for Arbitration	High Court of Manipur, Imphal.
(xii)	Tender Inviting Authority	Group Sr. Manager (E&C) / Procurement Division, Loktak Project, NHPC Ltd., PO: Loktak, Komkeirap, Distt-Churachandpur, Manipur – 795124, e-mail: pnc-loktak@nhpc.nic.in

1.2 Critical Dates of Tender:

S. No.	Particulars	Date & Time
(i)	Publish date and time	As per GeM Bid Document.
(ii)	Sale / Document Download Start Date & Time	
(iii)	Sale / Document Download End Date & Time	
(iv)	Online Bid Submission Start Date & Time	
(v)	Online Bid Submission End Date & Time	
(vi)	Last date of submission of Cost of bidding document, EMD and other offline supporting documents at Address 1: Group Sr. Manager (E&C) / Procurement Division Loktak Project, NHPC Ltd., PO: Loktak, Komkeirap, Distt-Churachandpur, Manipur – 795124, e.mail: pnc-loktak@nhpc.nic.in Address 2: Liaison Office (NHPC Limited) Manipur State Power Company Limited (Formerly Electricity Department) Keishampat, Imphal, Manipur -795001 Contact Person: Name: Mr. Rajkumar Tenzing Meitei Designation: Sr. Manager (E) Mobile no.: 8732836775	

(vii)	Bid Opening Date & Time i. Technical bid alongwith offline documents ii. Price bid	As per GeM Bid Document. To be intimated separately.
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पात्रता मानदंड, अनुबंध के नियम एवं शर्तें, तकनीकी विनिर्देश (TS) और अनुबंध।

Eligibility Criteria, Terms & Conditions of Contract, Technical Specifications (TS) & Annexures.

A. ELIGIBILITY CRITERIA FOR BIDDERS:

1) EMD (Bid Security):

जिन बोलीदाताओं ने आवश्यक EMD/बोली सुरक्षा जमा नहीं की है, उनकी बोलियों पर मूल्यांकन के लिए विचार नहीं किया जाएगा, सिवाय छूट के मामलों के।

Bids of those Bidders who have not submitted the requisite EMD/ Bid Security shall not be considered for evaluation, except in case of exemption.

EMD (Bid Security):	<p>1. For Schedule-1, EMD of Rs. 19000/- and 2. For Schedule-2, EMD of Rs. 1500/-</p> <p>EMD may be deposited in the form of Crossed Demand Draft/ Banker's Cheque in favour of "NHPC Limited" payable at "State Bank of India, Loktak HEPA Branch" (Code-05329), Komkeirap.</p>
Addresses:	<p>EMD (Bid Security) in original in the form of Crossed Demand Draft/ Banker's Cheque shall be submitted at any of the following office addresses:</p> <p>Address 1:</p> <p>Procurement Division, NHPC Limited, Loktak Project, PO: Loktak, Komkeirap, Distt.: Churachandpur, Manipur-795124 E-mail: pnc-loktak@nhpc.nic.in</p> <p>Address 2:</p> <p>Liaison Office (NHPC Limited) Manipur State Power Company Limited (Formerly Electricity Department) Keishampat, Imphal, Manipur State Pin Code-795001 Contact Person- Mr. Rajkumar Tenzing Meitei Mobile no.:-8732836775</p>

2) Minimum Qualifying Criteria:

(i) बोली लगाने वाला, आवश्यक क्षमता/कॉन्फिगरेशन वाले “डेस्कटॉप PC और/या UPS” का निर्माता (OEM) होना चाहिए। /The bidder should be manufacturer (OEM) of “**Desktop PCs and/or UPS**” of required capacity/configuration.

Or

“डेस्कटॉप PC और/या UPS” बनाने वाली कंपनी का अधिकृत डीलर, उस कंपनी की ओर से कोटेशन दे सकता है, अगर कंपनी खुद सीधे कोटेशन न दे रही हो। ऐसे मामले में, अधिकृत डीलर को कंपनी से मिला हुआ संबंधित “अधिकृत डीलरशिप” प्रमाणपत्र जमा करना होगा।/Authorized dealer of a manufacturer of the “**Desktop PCs and/or UPS**” to quote on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant “**Authorized Dealership**” certificate from the manufacturer.

Only agencies submitting a general Dealership or Authorization certificate issued by the Manufacturers, without reference to any specific tender and having validity of such authorization for the considerable duration shall only be considered for determining the eligibility of the particular bidder/ dealer for the bid. Authorization issued with reference to the specific tender in favour of a particular dealer/bidder will not be entertained.

- (ii) डेस्कटॉप PC और/या UPS के निर्माण के लिए निर्माता को जारी किया गया एक वैध BIS/ISO सर्टिफिकेशन, या किसी सरकारी/मान्यता प्राप्त संस्थान द्वारा जारी किया गया कोई अन्य सर्टिफिकेशन, बोली के साथ जमा किया जाना चाहिए। A valid BIS/ISO certification or any Govt/Recognized institute issued to the manufacturer for manufacturing the **Desktop PCs and/or UPS** should be submitted with the bid.
- (iii) यदि कोई डीलर किसी एक निर्माता की ओर से टेंडर में भाग ले रहा है, तो उसे इस टेंडर में या समानांतर रूप से उसी वस्तु के लिए किसी अन्य निर्माता की ओर से भाग लेने/कोट करने की अनुमति नहीं होगी। ऐसे सभी बिड अस्वीकृत कर दिए जाएँगे। In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate/quote on behalf of another manufacturer in this tender or in parallel for the same item. All such bids will be rejected.
- (iv) बोली लगाने वाले ने पिछले सात (07) वर्षों में, एक ही निर्माता या मेक के “डेस्कटॉप PC और/या UPS” के कम से कम 02 (दो) सप्लाई ऑर्डर पूरे किए हों। /Bidder should have supplied at least 02 (two) nos. of supply orders of “**Desktop PCs and/or UPS**” in previous seven (07) years of same manufacturer or make.
- (v) बोली लगाने वाले को अनुबंध - I में दिए गए गारंटीकृत तकनीकी विनिर्देश (GTS) फॉर्म को भरना होगा और उसे बोली के साथ, सभी तरह से पूर्ण, विधिवत मुहरबंद और हस्ताक्षरित करके जमा करना होगा। GTS जमा न करने को अधूरी बोली माना जाएगा और उसे अस्वीकृत किया जा सकता है।/The bidder needs to fill the **Guaranteed Technical Specifications (GTS)** form at **Annexure - I** and submit the same with the bid complete in all respect, duly sealed and signed. Non submission of GTS shall be considered as incomplete bid and same may be rejected.

Note:

- (a) उपर्युक्त क्रमांक (iv) के समर्थन में, बोलीदाता को आपूर्ति आदेशों/कार्य आदेशों की स्व-सत्यापित प्रतियां प्रस्तुत करनी चाहिए। In support of the Sl. No. (iv) above, the bidder should submit self-attested copies of supply order(s)/ Work Orders.

(b) उपर्युक्त पात्रता/योग्यता संबंधी आवश्यकताओं के लिए अवधि पर विचार करने हेतु संदर्भ तिथि, उस महीने के पिछले महीने का अंतिम दिन होगी, जिस महीने में निविदा आमंत्रित की गई है। /The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which the tender is invited.

(viii) Financial Criteria

(a) Turnover:

The average annual financial turnover of the bidder during the last three (03) financial years ending 31st March of the previous financial year, should be at least 50% of estimated cost as per the Annual Report (Audited Balance Sheet and Profit & Loss Account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India. Other income shall not be considered for arriving at Annual turnover.

(b) Working Capital:

The working capital (current assets minus current liabilities) of the bidder should be equal to at least 3 times the monthly cash flow requirement i.e. estimated cost of work*3 /Supply period (10,27,463 *3/1.5=20,54,926) (INR).

(c) Net Worth

The net worth of the bidder firm (manufacturer or principal of authorised representatives)

- (i) should not be negative on 31st March of the previous financial year, and also
- (ii) if it is less than paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in the last three years ending 31st March of the previous financial year.

(d) The bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding.

Documents to be submitted by bidder in support of Financial Criteria:

- a. Bidder shall submit a copy of Annual Report/ Standalone audited Annual Financial Statement containing Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant schedules/annexures etc. of last three years.
- b. In case where audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover, Net Worth (calculated as per laid down criteria) duly certified by their statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the application along with copy of appointment letter of the statutory auditor.
- c. Wherever, the Annual report /duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed into English languages and certified by approved/ recognized English translator shall be submitted with the application.

- d. For conversion of US \$ the exchange rate at the end of the respective accounting year shall be considered.

3) INTEGRITY PACT:

To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is implementing Integrity Pact. The bidder must submit the Integrity Pact as per Proforma (**Annexure-II**) duly signed.

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

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

To oversee the compliance under the Integrity Pact, **Dr. Vinod Aggarwal** and **Sh. Prabhash Singh** have been appointed as Independent External Monitors (IEMs) by the owner. The Contact Address of IEM is as under: -

Sh. Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 Email: : srgmhrbpl@gmail.com	Sh. Upendra Malik B-108, NSG Society Plot-2, Pocket-6, Builders Area Greater Noida-201315 (UP) Email:- upendra.malik@gmail.com
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B. TERMS AND CONDITIONS OF CONTRACT (T&C)

1. Prices, Taxes & Duties:

- 2.1 Prices shall be Firm and F.O.R. destination basis i.e. at Central Store Division, Loktak, P.O. Loktak, Komkeirap, Churachandpur-795124, Manipur and shall be inclusive of charges for packing, handling, forwarding, transportation, insurance and all applicable taxes & duties, including those assessed on the Employer.
- 2.2 Taxes, duties & levies shall be as applicable twenty-eight (28) days prior to deadline for submission of bids.
- 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 restricted to the total amount of Taxes & Duties stated in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable/ reimbursable by NHPC. TDS where ever statutorily required under any Tax Act / Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

- 2.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty-Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.
- 2.5 Invoice and other documents submitted by firm/contractor for payment under Interim Payment Certificate/Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.

The firm/ 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.

The GSTIN along with relevant details of NHPC Limited, Loktak Power Station, PO: Loktak, Komkeirap, Distt- Churachandpur, Manipur – 795124 has been indicated below for your ready reference.

Name of Project/Unit	:	Loktak Power Station
Address of Principal place of business/ Additional place of business	:	NHPC Limited, Loktak Power Station, PO- Loktak, Komkeirap, Manipur, PIN-795124
State	:	Manipur
State Code	:	795124
GSTIN	:	14AAACN0149C1Z6
Principal place of business for the purpose of GST	:	Loktak HE Project

3. Terms of Payment:

- (A) 100% payment of the awarded value shall be released within 10 days to the successful bidder after satisfactorily inspection of the materials by authorized representative of Loktak HE Project, NHPC Ltd. subject to submission of bill along with following documents in triplicates:
- i. Self-attested copy of LOA
 - ii. Tax Invoice
 - iii. Guarantee/Warranty Certificate as per manufacturer policy/ technical specification whichever is higher.

Terms of Delayed Payment: -

In case of MSE:

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

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

In case of MSEs, Other than normal payment through NEFT/RTGS directly from NHPC Ltd, the MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS platform with M/s A. TReDS Limited, CINU74999MH2016PLC 281452, Registration no: (Account no): 1000005783, Communication address: A.TReDS Ltd, Ashar IT Park, 11th Floor, Road No: 16Z, Wagle, Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of Invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Limited can accept the invoices in the system. Upon NHPC's acceptance, the Banks / NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard; MSME Vendors can refer to RBI guidelines available on website of RBI.

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

In case of non-MSE:

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

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

4. Delivery Period:

The delivery period shall be 45 days from the date of issue of the Letter of Award / Supply order.

5. 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 4 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 @ ½ (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.

6. Performance Guarantee:

Within 28 days of receipt of Supply Order, the Supplier shall furnish to the Engineer-in-Charge a Performance Guarantee in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure-III** herewith for an amount equal to (05) five percent of the contract price by way of guarantee valid till two (02) months beyond the warrantee period as mentioned in the Supply Order for the due and faithful performance of the contract along with the other terms

and conditions agreed to.

The Performance Guarantee shall be released after successful completion of the warrantee period. The Performance Guarantee amount will not earn any interest for the whatsoever period detained by NHPC.

Contractor 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. : 34450430641
IFSC Code : SBIN0005329.
Address of the Bank : SBI, LOKTAK HEPA, PIN-795124

7. **Warrantee:**

The Desktop PCs shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 36 (thirty six) months from the receipt of the Desktop PCs at our premises or as per the manufacturer's warranty whichever is later. 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.

For UPS, the warranty against poor quality or workmanship of material or manufacturing defects will be for a minimum period of 12 (twelve) months from the receipt of the UPS at our premises or as per the manufacturer's warranty whichever is later. 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.

8. **Inspection:**

The received material/ Desktop PCs and/or UPS shall be inspected by authorised representative of Engineer-In-Charge at Loktak Project, Manipur. In case of any damage/missing of any equipments and accessories etc. during transit shall be rectified by the supplier as per the provisions of the contract.

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 Contract or during the execution of Contract without assigning any reason.

10. **Engineer-In-Charge:**

Head of Division or his authorized representative of IT&C Division of the Loktak Project, NHPC LTD. shall be Engineer-In-Charge of the aforesaid contract.

11. **Consignee:**

Head of Division or his authorized representative of Store Division, NHPC LTD., Loktak Project, PO-Loktak, Komkeirap, Manipur, PIN-795124.

12. **Paying Authority:**

Head of Finance, NHPC LTD., Loktak Project, PO-Loktak, Komkeirap, Manipur, PIN-795124.

13. **Arbitration:**

In case of any dispute or differences, the matter shall be resolved through arbitration for

which Head of Project, Loktak, shall be the sole arbitrator and his decision shall be final and binding for both the parties. The venue of arbitration will be Loktak Project and language of the case shall be English.

A. TECHNICAL SPECIFICATIONS OF THE DESKTOP PCs (TS)

Sl No.	Description	Specifications Required
1	Processor Number	13th Gen Intel Core i7/ 14th Gen Intel Core i5 / Ryzen 5 7600X or equivalent
2	Expansion Slots (PCIe x 1)	1
3	Expansion Slots (PCIe x 16)	1
4	Trusted Platform Module	Discrete TPM 2.0
5	Graphics Type	Integrated
6	Graphic Card Make and Model - Must declare	Intel UHD Graphics 770 or equivalent
7	Factory Pre-loaded Operating System by Desktop OEM	Window 11 Professional
8	Type of RAM	DDR4
9	RAM Size (Memory Card/Module) (in GB) (Capacity to be installed in the System)	16
10	Memory Expandable Up To (in GB)	64
11	Total Numbers of DIMM Slots Available	2
12	Number of DIMM Slots Populated with Memory	1
13	Type of Storage Installed with the System	NVME - SSD
14	SSD - Storage Capacity (in GB)	512
15	Audio Interface Type	Audio-in,Audio-out
16	Type of Ethernet Ports	10/100/1000 on Board Integrated Gigabit Port
17	Number of Ethernet Ports	1
18	Number of USB Type A Port (Version 2 Point 0)	4
19	Availability of Monitor	Yes as per IS 13252 (Part 1)
20	Panel Type	Twisted Nematic (TN)/IPS/VA
21	Display Technology	LED Backlit LCD (Liquid Crystal Display)
22	Screen Size (in CMs)	58.1 - 63 (22.87" - 24.8")
23	Maximum Resolution (Pixels)	1920 x 1080 (Full HD)
24	Image Aspect Ratio	16:09
25	Monitor Port	HDMI,VGA
26	Mouse Connectivity	Wireless/USB Wired
27	Keyboard Connectivity	Wireless/USB Wired
28	Type of Keyboard	Standard
29	On Site OEM Warranty (in Year)	3
30	Availability of RoHS Certificate	Yes
31	Availability of Certification for Environmental Management System with Manufacturer	Yes. As per IS/ISO:14001
32	Compliance of Information Security, Cybersecurity and Privacy Protection-Information Security Management Systems Requirements	Yes. Complies as per IS/ISO/IEC 27001

33	Availability of EPR Registration in Respect of the Manufacturer as per e-Waste Rules as Amended Up To Date	Yes
34	Agreed to Provide a copy of EPR Registration Certificate to Buyer on Demand	Yes

B. TECHNICAL SPECIFICATIONS OF UPS (TS)

SL. No.	Description	Specification (Allowed Values)
1	Rating (in KVA)	1
2	Inverter Efficiency (%)	60% or better
3	Minimum Guaranteed Battery Backup time (Minutes) on Full Load	10
4	Input (Volt)	Single Phase AC (160-280V)
5	Warranty for Line Interactive UPS	1 Year
6	Type of battery	SMF-VRLA confirming to JISC-8702 Pt 1,2 &3
7	Location of Battery	Inside the Enclosure of UPS
8	Battery Model Number	12v-7AH
9	Number of Batteries	2
10	Warranty for the battery from the date of delivery	1 Year
11	Any Other Requirements	As per Meity (Government of India) guidelines UPS shall have valid IS16242-Part 1 CRS certification
12	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	Certificate of Govt.Lab/NABL/ILAC accredited for UPS Testing
13	Agree to provide all relevant documents Test Reports/supporting document /reports etc to the buyer at the time of bidding or on demand	Yes

ANNEXURES

Annexure-I

Guaranteed Technical Specifications (GTS) of Desktop PCs.

Sl No.	Description	Specifications (Allowed Values)	Bidders' Offer
1	Processor Number	13th Gen Intel Core i7/ 14th Gen Intel Core i5 / Ryzen 5 7600X or equivalent	
2	Expansion Slots (PCIe x 1)	1	
3	Expansion Slots (PCIe x 16)	1	
4	Trusted Platform Module	Discrete TPM 2.0	
5	Graphics Type	Integrated	
6	Graphic Card Make and Model - Must declare	Intel UHD Graphics 770 or equivalent	
7	Factory Pre-loaded Operating System by Desktop OEM	Window 11 Professional	
8	Type of RAM	DDR4	
9	RAM Size (Memory Card/Module) (in GB) (Capacity to be installed in the System)	16	
10	Memory Expandable Up To (in GB)	64	
11	Total Numbers of DIMM Slots Available	2	
12	Number of DIMM Slots Populated with Memory	1	
13	Type of Storage Installed with the System	NVME - SSD	
14	SSD - Storage Capacity (in GB)	512	
15	Audio Interface Type	Audio-in,Audio-out	
16	Type of Ethernet Ports	10/100/1000 on Board Integrated Gigabit Port	
17	Number of Ethernet Ports	1	
18	Number of USB Type A Port (Version 2 Point 0)	4	
19	Availability of Monitor	Yes as per IS 13252 (Part 1)	
20	Panel Type	Twisted Nematic (TN)/IPS/VA	
21	Display Technology	LED Backlit LCD (Liquid Crystal Display)	
22	Screen Size (in CMs)	58.1 - 63 (22.87" - 24.8")	
23	Maximum Resolution (Pixels)	1920 x 1080 (Full HD)	
24	Image Aspect Ratio	16:09	
25	Monitor Port	HDMI,VGA	
26	Mouse Connectivity	Wireless/USB Wired	
27	Keyboard Connectivity	Wireless/USB Wired	
28	Type of Keyboard	Standard	
29	On Site OEM Warranty (in Year)	3	
30	Availability of RoHS Certificate	Yes	
31	Availability of Certification for Environmental Management System with Manufacturer	Yes. As per IS/ISO:14001	
32	Compliance of Information Security, Cybersecurity and Privacy Protection-Information Security Management Systems Requirements	Yes. Complies as per IS/ISO/IEC 27001	

33	Availability of EPR Registration in Respect of the Manufacturer as per e-Waste Rules as Amended Up To Date	Yes	
34	Agreed to Provide a copy of EPR Registration Certificate to Buyer on Demand	Yes	

Note:- The specifications (Allowed values) are the minimum requirements, the bidder's offer can be same or equivalent or higher values of the requirement values.

Seal & Sign of bidder

Guaranteed Technical Specifications (GTS) of UPS

SL. No.	Description	Specification (Allowed Values)	Bidder's Offer
1	Rating (in KVA)	1	
2	Inverter Efficiency (%)	60% or better	
3	Minimum Guaranteed Battery Backup time (Minutes) on Full Load	10	
4	Input (Volt)	Single Phase AC (160-280V)	
5	Warranty for Line Interactive UPS	1 Year	
6	Type of battery	SMF-VRLA confirming to JISC-8702 Pt 1,2 &3	
7	Location of Battery	Inside the Enclosure of UPS	
8	Battery Model Number	12v-7AH	
9	Number of Batteries	2	
10	Warranty for the battery from the date of delivery	1 Year	
11	Any Other Requirements	As per Meity (Government of India) guidelines UPS shall have valid IS16242-Part 1 CRS certification	
12	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	Certificate of Govt.Lab/NABL/ILAC accredited for UPS Testing	
13	Agree to provide all relevant documents Test Reports/supporting document /reports etc to the buyer at the time of bidding or on demand	Yes	

Note:-The specifications (Allowed values) are the minimum requirements. The bidder's offer values can be same or equivalent or higher of the Specification (Allowed Values).

Seal & Sign of bidder

(To be filled and uploaded online)

(Format of Integrity Pact)

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

PRE - CONTRACT INTEGRITY PACT

Between

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for "**Procurement of Desktop PCs and UPS Units**" the Bidder/Contractor is willing to offer against **GeM Bid No. GEM/2026/B/7420103**.

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 contact.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/ Contractors alike, and will provide to all the Bidders/ Contractors the same information and will not provide any such information to any particular Bidder/ Contractor which could afford an advantage to that particular Bidder/ Contractor in comparison to other Bidders/ Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 COMMITMENTS OF THE BIDDER(S)/ CONTRACTOR(S):

The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principals 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 the 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 Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/ Contractor at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.13 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 Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.15 In case of sub-contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

4.0 PREVIOUS TRANSGRESSION:

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

5.0 EARNEST MONEY (SECURITY DEPOSIT):

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

6.0 SANCTIONS FOR VIOLATIONS:

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

- (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1

(i) to (x) of this Pact also on the Commission by the Bidder/ Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/ Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7.0 FALL Clause: Deleted

8.0 INDEPENDENT EXTERNAL MONITOR(S):

8.1 The Employer has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact after approval by the Central Vigilance Commission.

8.2 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.

8.3 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.

8.4 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.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD, NHPC and request NHPC Limited 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.

8.6 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 his 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 Discloser Agreement" and of absence of conflict of interest. In case of any conflict

of interest arising at a later date the IEM shall inform CMD, NHPC and recuse himself/herself from that case.

- 8.7 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.
- 8.8 The Monitor will submit a written report to the CMD, NHPC Limited 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.
- 8.9 The word 'Monitor' would include both singular and plural.

9.0 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.

10.0 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.

11.0 OTHER LEGAL ACTIONS:

- 11.1 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.
- 11.2 Changes and supplements as well as termination notice need to be made in writing.
- 11.3 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.

12.0 VALIDITY:

- 12.1 The validity of this Integrity Pact shall be from date of its signing and expires for the successful bidder/contractor 12 months after the last payment under the contract, and for all other bidders 06 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.
- 12.2 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.
- 12.3 Issues like warranty/guaranty etc. shall be outside the preview of IEMs.

12.4 In the event of any contradiction between integrity pact and its annexures, the clause in the integrity pact will prevail.

For & on behalf of the Employer

For & on behalf of the Bidder/Contractor

(Office Seal)

(Office Seal)

Place: _____

Place: _____

Date: _____

Date: _____

Witness

Witness

1. _____

(Name and address)

1. _____

(Name and address)

2. _____

(Name and address)

2. _____

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

4.0 Initiation of Suspension /Banning

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

5.0 Suspension of Business Dealings.

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

of falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.

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

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

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

6.0 Ground on which Banning of Business Dealings can be initiated

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

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;

6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.

6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;

6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents / records etc.

6.6 If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.

6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;

6.9 On any other ground upon which business dealings with the Agency is not in the public interest.

6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU / any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with

immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

7.0 Procedure for Banning of Business Dealings

7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering / Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD / Board of Directors, General Manager and above for the works falling in the competency of Director / Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.

7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.

7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:

- a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
- c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

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

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

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

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

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

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

7.5 Speaking Order

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

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

7.6 Period of banning

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

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

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise,

keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

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

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

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

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

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

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

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

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

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

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

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

Appendix –I

(Format for Intimation of Suspension of business dealing)

BY REGD. POST / SPEED POST / COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

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

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 desired 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 Rs. OR In response to NHPC NIT (e-tender / physical tender) no

.....dt. You have submitted your bid . (strike whichever is not applicable)

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

“ Brief of the Default may be mentioned”

Whereas show cause notice vide no ... dtd.....was served upon you. (whereas in spite of the

opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. _____dt. _____ and presented

your case in the personal hearing dated.....(if any). After considering the allegations made

in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated.....(if any), it has been decided

to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC.

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

This order shall have the following effects:

- i) A further business dealing with your firm is banned with immediate effect. The order of Banning would operate for a period ofyears/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry/ Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of banning order) you will be required to continue with the execution and perform as per terms of the contract.

vi)

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

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

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

ii) **Banning of joint Venture:**

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

- b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders. Further, if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the

date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

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

Appendix -IV

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

BY REGD. POST/SPEED POST/COURIER

No

Date

To

M/s

Attn.: Shri

Sub: Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority**Ref:** 1. Order dated Placing M/s on Suspension/Banning List

by NHPC;

2. Your Appeal reference Dt

Dear Sir,

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

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

* There is no infirmity in the order of the Original Authority, and the allegations stand Substantiated and the Suspension/Banning for the period of years/month from

the date of order, as ordered by the original Authority is upheld,

* Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld, but with a reduction in period of Suspension/Banning for years/months from the date of order of original authority;

* Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(* * * Incorporate anyone of the above as applicable

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

Yours faithfully,

For & On behalf of NHPC.

Appendix -V
(To be filled by the bidder)

(Format for declaration by the bidder)
Bid Security Declaration

I/ We, M/s _____ (Name of Bidder) hereby certify that we will not withdraw or modify our bid documents during the period of validity of bid. If we withdraw or modify our bid documents during the period of bid validity and failed to sign the contract agreement/SLA within stipulated time frame, we are liable for banning/suspension of business dealings for the period as mentioned in Annexure-A (Guidelines on banning of Business dealings) to Integrity Pact as per Clause No. 3 of tender document.

(Seal & Signature of Bidder)

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

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-121003
HARYANA

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 thisday 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 Sixty (60) 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-IV

[To be uploaded online (scanned copy)]

(Format for declaration by the Bidder)**“Self-Declaration by the Bidder”**

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

(Seal & Signature of Bidder)

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

Schedule of Quantities & Prices

Procurement of Desktop PCs and UPS Units.

Tender Specification No.: NH-LPS-ITC013(11)/1/2026-ITC

Sl. No.	Description	Unit	Qty.	Rate of Taxes & Duties @_____	Amount of Taxes & Duties of one unit (INR)	Total Amount of Taxes & Duties (INR)	Unit Rate including taxes & duties F.O.R. destination (INR)	Total price including taxes & duties F.O.R destination (INR) (A)
1	Purchase of Desktop PC	Nos	15					
2	Purchase of UPS	Nos	15					
Grand Total (INR) =								
(Total Amount in Words:- _____)								

Note:

1. All applicable taxes & duties including GST, other levies and charges etc. on above item have been mentioned in this Schedule.
2. The above prices also include transport and handling packing charges.
3. It is hereby confirmed that, except as otherwise stipulated in the Tender Specification and the statutory variations permitted as per the Contract, the above unit rates and other charges as mentioned in this Schedule, will remain firm till the subject supplies are completed. Further, it is confirmed that no other charges would be payable by NHPC, in connection with our execution of the resultant Purchase Order.
4. The 'Contract Price' shall mean the total Price mentioned in Col. A.
5. The above table is for illustrative/reference purpose only.

Signature & Stamp of the Bidder)