CIN No: L40101HR1975GOI032564
एनएचपीसी लिमिटेड/**NHPC LIMITED**
[भारत सरकार का उद्यम/**A GOVT. OF INDIA ENTERPRISE]**
लोकतक प्रोजेक्ट/ **LOKTAK PROJECT**
कोमकैराप/**KOMKEIRAP,** जिला/**DISTT-**चूराचांदपुर,मणिपुर **CHURACHANDPUR, MANIPUR**

E-TENDER DOCUMENT

कार्य का नाम: लोकतक प्रोजेक्ट, NHPC लिमिटेड में दो (02) वर्षों की अवधि के लिए, स्लाइड ज़ोन और AB-11 के निकट स्थित शाफ़्ट से नियमित रूप से पानी निकालना (Dewatering), जल स्तर की निगरानी करना तथा पेनस्टॉक किनारे से खरपतवार हटाना।

Name of Work: Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year.

Gem Bid No. GEM/2026/B/7459290

TENDER SPECIFICATION No.: NH-LPS-HOP012/4/2026-CD I and III
COST OF TENDER : NA
ESTIMATED COST : Rs.89,28,867/-
EARNEST MONEY : Rs.1,79,000/-
NAME OF TENDERER: -

ग्रुप वरिष्ठ प्रबंधक (ई & सी) / प्रापण विभाग
GSM (E&C) / Procurement Division

- - - - - - - CLEAN POWER FOR EVERY HOME - - - - - - -

SECTION – 0

NOTICE INVITING TENDER
(NIT)

As per Policy for Reservation of Works to be awarded on Local Competitive Bidding basis to PAFs and Locals residing near the Project/ Power Station, this tender/works is reserved for local residing to Loktak Project (i.e. Resident in the district of Churachandpur, Bishnupur and Kakching) and Project affected families (PAFs) of Loktak Project, Manipur.

For benefit of larger population of the nearby areas of Project/Power Station, at a time not more than 04 (Four) works/services of total FI of Rs. 1.25 crore be allotted/awarded to the same entity as per reservation policy.

एन एच पी सी 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

SECTION-0: NOTICE INVITING E-TENDER (NIT)
(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 बोलियां (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.

कार्य का नाम: लोकतक प्रोजेक्ट, NHPC लिमिटेड में दो (02) वर्षों की अवधि के लिए, स्लाइड ज़ोन और AB-11 के निकट स्थित शाफ़्ट से नियमित रूप से पानी निकालना (Dewatering), जल स्तर की निगरानी करना तथा पेनस्टॉक के किनारे से खरपतवार हटाना।

Name of Work: Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year.

GeM Bid No.: GEM/2026/B/7459290

टेंडर दस्तावेज़ GeM पोर्टल से देखे और डाउनलोड किए जा सकते हैं।

बोली केवल GeM पोर्टल पर, बोली जमा करने की अंतिम तिथि और समय तक ऑनलाइन ही जमा की जानी है।
Tender document can be viewed and downloaded from GeM Portal.

The bid is to be submitted online only on GeM Portal up to last date and time of submission of bids.

1.0 Brief Details & Critical Dates of Tender:
1.1 Brief Details of Tender:

Sl. No.	Item	Description

(i)	Name of work	Regular dewatering, water level monitoring of shafts near slide zone AB11 and clearing of weeds along Penstock, Loktak Project, NHPC Ltd.
(ii)	Tender Specification No.	**NH-LPS-HOP012/4/2026-CD I and III**
(iii)	Mode of tendering	GeM (Open Tender)
(iv)	GeM Bid No.	GEM/2026/B/7459290
(v)	Cost of bidding document	Not applicable
(vi)	Estimated cost	**Rs. 89,28,867/-** (Inclusive of all taxes and duties)
(vii)	EMD (Bid Security)	**Rs. 1,79,000/-** in the form of Crossed Demand Draft in favour of "NHPC Limited" payable at "State Bank of India, Loktak HEPA Branch" (Code-05329). Komkeirap OR, In the form of Bank Guarantee (BG) issued by an Indian Nationalized bank or any scheduled commercial bank of India OR, in the form of irrevocable Insurance Surety Bond issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI). Bank Guarantee/ Insurance Surety Bond shall be valid upto 03 (three) months beyond the bid validity period as per prescribed format.
(viii)	Completion Period / Schedule	Two (02) Years
(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)	Tender Inviting Authority	GSM (E&C), Procurement Division, NHPC Limited, Loktak Power Station, PO: Loktak, Komkeirap, Distt-Churachandpur, Manipur – 795124

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 EMD and other offline supporting documents at **Address 1**: GSM (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: Manager (E) Mobile no.: 8732836775	
(vii)	Bid Opening Date & Time i. Technical bid along with offline documents ii. Price bid	As per GeM Bid Document. To be intimated separately.

2.0 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite EMD (as per Instructions to Bidders (ITB) Clause 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 4.1 of ITB.

As per Policy for Reservation of Works to be awarded on Local Competitive Bidding basis to PAFs and Locals residing near the Project/ Power Station, this tender/works is reserved for local residing to Loktak Project (i.e. Resident in the district of Churachandpur, Bishnupur and Kakching) and Project affected families (PAFs) of Loktak Project, Manipur.

For benefit of larger population of the nearby areas of Project/Power Station, at a time not more than 04 (Four) works/services total FI of Rs. 1.25 crore be allotted/awarded to the same entity as per reservation policy.

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

2.2.1 All bidders shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

a) 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-V shall be provided.

b) Work experience to demonstrate meeting the criteria stipulated in clause 2.2.2 shall be provided in Annexure-IV. The work experience shown shall be supported with copies of work order/letter of Award issued by the Engineer-in-charge/ head of the concerned

work.

c) Information on financial criteria stipulated in clause 2.2.2 shall be provided, Annual turnover, copy of affidavit/Certificate of CA mentioning Financial Turnover of last 3 (three) years or Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years shall be submitted to ascertain bidder's meeting the financial criteria.

d) Bidders shall not be under declaration of ineligibility for banning/delisting/ blacklisting/debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact at the time of submitting the bid and shall intimate immediately of any such banning/ delisting/blacklisting/debarring after submission of bid till award of tender. Self-Declaration in this regard is to be submitted as per the enclosed Proforma. (Annexure–III).

2.2.2 To qualify for award of the Contract, each bidder should have:

a) The bidder should have ~~latest Income Tax Challan/Return/Income Tax exemption certificate~~, PAN No., GST Registration No., EPF Registration No., and ESIC Registration No.

b) Average annual financial turnover during the last three years ending 31st March of previous financial year should be at least 30% of the estimated cost of work.

c) The bidder should have successfully executed in past, similar nature of works*** of requisite value specified hereunder during preceding 07 (Seven) years, supported with award letters & successful completion certificate(s) issued by concerned dept. confirming to either of the following.

(i) One (1) work, amounting to at least 80% of the estimated value.

OR

(ii) Two (2) works, each amounting to at least 50% of estimated value.

OR

(iii) Three (3) works, each amounting to at least 40% of estimated value.

*****Similar Nature of Works is defined as "Regular dewatering, water level monitoring of shaft near slide zone AB-11 and clearing of weeds along penstock at Loktak Project, NHPC Limited or Similar R&M Service Contract in NHPC Limited/State Govt./Central Govt./Public Sector Undertaking/Private Organisation".**

Self-attested copies of relevant documents such as 'Letter of Award' along with 'Completion/Performance/Work done Certificate' mentioning date of completion or duration of performance/work done and final executed/work done/performed amount (as the case may be) should be submitted by the bidder in this regard. In case of experience certificates produced by the bidder for having executed works for private

organizations, TDS certificates/Proof of Transaction shall also be produced along with experience certificate.

d) The Domicile Certificate as a proof of local resident in District Churachandpur/ Bishnupur/ Kakching, State of Manipur, or Project Affected Family (PAF) Certificate issued by the concerned state authority in respect of Loktak Project.

Note: -

(1) The reference date for considering the period of preceding 07 (Seven) years shall be the last day of the month previous to the one in which the tender is invited.

(2) In case of Running and maintenance (R&M) services/works as defined in similar nature of works at (c) above, the qualification criteria for the work done must be for a minimum period of one year irrespective of length of contract subject to satisfactory performance certificate issued by the Employer for the particular work done.

(3) Documentary evidence (like GST Doc, Rent/lease Agreement, registration of office etc. or any other valid relevant document establishing the fact of having local office in the state of Manipur) of establishment in this regard shall be submitted.

(4) Signing of Bid: All the documents being Uploaded on portal along with bid must be duly sealed and signed by the Authorized representative of the bidder.

2.2.3 All Startups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.R. 501(E) dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per Annexure-VIII.

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

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

2.2.5 Each bidder must also produce with their Bid - PAN, Goods & Services Tax Identification No. (GSTIN), EPF Registration No. and ESIC Registration No.

2.3 Bidders shall not be under declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of

Business dealings (Annexure-A) to Integrity Pact (Clause No. 2.4 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/ black-listing /debarring after submission of bid till award of Tender. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.

The Bidders whose contract(s) have been terminated due to unsatisfactory performance by employer in past, shall not be allowed to participate in the bidding process till completion of the ineligibility period.

2.4 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact as per Clause No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed *[if ~~applicable~~]* as per Clause 9.0 of ITB.

Pre-contract Integrity Pact *[if ~~applicable~~]* 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 signing of Contract Agreement.

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

Sh. Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 e-mail: iem.nhpc@gmail.com	Sh. Upendra Malik, B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida – 201315 e-mail: upendra.malik@gmail.com

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

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

a) 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-V shall be provided.

b) Work experience to demonstrate meeting the criteria stipulated in clause 2.2.2

shall be provided in Annexure-IV. The work experience shown shall be supported with copies of supply order/work order/letter of Award issued by the Engineer-in- charge/ head of the concerned work.

c) Information on financial criteria stipulated in clause 2.2.2 shall be provided, Annual turnover, copy of affidavit/Certificate of CA mentioning Financial Turnover of last 3 (three) years or Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years shall be submitted to ascertain bidder's meeting the financial criteria.

d) Bidders shall not be under declaration of ineligibility for banning/ de-listing/ black listing/debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact (Clause No. 2.4 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/ black-listing /debarring after submission of bid till award of Tender. Self-Declaration in this regard is to be submitted as per the enclosed Proforma (Annexure-III)

3.0 NHPC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

Note:

1. Micro and Small Enterprises (MSEs) bidders having Valid Udyam Registration shall be allowed exemptions from submission of EMD.

2. Further, to avail exemptions from meeting the qualification criteria in respect of Prior Experience-Prior Turnover by the MSEs bidders, the bidder should have valid Udyam Registration along with inclusion of relevant activities/ National Industrial Classification (NIC) codes covering **"A major part of the Scope of works"/ "Similar nature of works"** as defined in the tender document.

3. During Financial evaluation, MSE purchase preference shall be extended to only those bidders who have also claimed to be an MSE on GeM portal along with submission of valid Udyam Registration Certificate with their bid. However, bidders shall be exempted from submission of EMD and Prior Experience-Prior Turnover on submission of valid Udyam Registration Certificate only along with their bid.

For & on behalf of NHPC Ltd.

Sd/-
GSM (E&C)
Procurement Division
Loktak Project, NHPC Ltd.,
PO: Loktak, Komkeirap, Distt-
Churachandpur, Manipur – 795124,
e-mail: pnc-loktak@nhpc.nic.in

SECTION – I

INSTRUCTIONS TO BIDDERS
(ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

1.1 NHPC Limited, a leading Public Sector Enterprise of the Government of India, hereinafter referred to as the "Employer" will receive bid for **"Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year''** as set-forth in the specifications. The bid will be received, opened and evaluated online in electronic form through GeM Portal. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

1.2 This section of the bidding document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Employer. It also provides information on online bid submission, opening, evaluation and contract award.

1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their bids electronically on the GeM Portal.

1.3.1 PREPARATION OF BIDS:

(i) Bidder shall go through the tender/bid document carefully to understand the documents required to be submitted as part of the bid.

(ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

(iii) Bidders shall prepare the bid documents to be submitted in the formats as allowed by GeM Portal.

1.3.2 SUBMISSION OF BIDS:

(i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.

(ii) Bidder should prepare the EMD (Bid Security) as per the instructions specified in the tender document. The original EMD should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT / tender documents.

The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.

(iii) Bidder should submit their bids through online e-tendering system (GeM Portal) to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the

eleventh hour.

(iv) After the bid submission (i.e. after clicking "Freeze Bid Submission" in the portal), the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

1.3.3 ASSISTANCE TO BIDDERS:

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24 X 7 GeM Portal Helpdesk.

Toll Free Number 1800-4193436.

2.0 Eligibility Criteria for Bidders

2.1 Bids of those Bidders who have not submitted the requisite EMD (as per ITB Clause 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 4.1 of ITB.

As per Policy for Reservation of Works to be awarded on Local Competitive Bidding basis to PAFs and Locals residing near to the Project/ Power Station, this tender/works is reserved for local residing to Loktak Project (i.e. Resident in the district of Churachandpur, Bishnupur and Kakching) and Project affected families (PAFs) of Loktak Project, Manipur.

For benefit of larger population of the nearby areas of Project/Power Station, at a time not more than 04 (Four) works/services total FI of Rs. 1.25 crore **be allotted/awarded to the same entity.**

2.2 The bidders must fulfil the following minimum Qualifying Criteria: -

2.2.1 All bidders shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

a) 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-V shall be provided.

b) Work experience to demonstrate meeting the criteria stipulated in clause 2.2.2 shall be provided in Annexure-IV. The work experience shown shall be supported with copies of work order/letter of Award issued by the Engineer-in- charge/ head of the concerned work.

c) Information on financial criteria stipulated in clause 2.2.2 shall be provided, Annual turnover, copy of affidavit/Certificate of CA mentioning Financial

Turnover of last 3 (three) years or Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years shall be submitted to ascertain bidder's meeting the financial criteria.

d) Bidders shall not be under declaration of ineligibility for banning/delisting/ blacklisting/debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact at the time of submitting the bid and shall intimate immediately of any such banning/ delisting/blacklisting/debarring after submission of bid till award of tender. Self-Declaration in this regard is to be submitted as per the enclosed Proforma. (Annexure –III)

2.2.2 **To qualify for award of the Contract, each bidder should have:**

a) The bidder should have ~~latest Income Tax Challan/Return/Income Tax exemption certificate,~~ PAN No., GST Registration No., EPF Registration No., and ESIC Registration No.

b) Average annual financial turnover during the last three years ending 31st March of previous financial year should be at least 30% of the estimated cost of work.

c) The bidder should have successfully executed in past, similar nature of works*** of requisite value specified hereunder during preceding 07 (Seven) years, supported with award letters & successful completion certificate(s) issued by concerned dept. confirming to either of the following.

(i) One (1) work, amounting to at least 80% of the estimated value.

OR

(ii) Two (2) works, each amounting to at least 50% of estimated value.

OR

(iii) Three (3) works, each amounting to at least 40% of estimated value.

*****Similar Nature of Works is defined as "Regular dewatering, water level monitoring of shaft near slide zone AB-11 and clearing of weeds along penstock at Loktak Project, NHPC Limited or Similar R&M Service Contract in NHPC Limited/State Govt./Central Govt./Public Sector Undertaking/Private Organisation".**

Self-attested copies of relevant documents such as 'Letter of Award' along with 'Completion/Performance/Work done Certificate' mentioning date of completion or duration of performance/work done and final executed/work done/performed amount (as the case may be) should be submitted by the bidder in this regard. In case of experience certificates produced by the bidder for having executed works for private organizations, TDS certificates shall also be produced along with experience certificate.

d) The Domicile Certificate as a proof of local resident in District Churachandpur/ Bishnupur/Kakching, State of Manipur, or Project Affected Family (PAF) Certificate issued by the concerned state authority in respect of Loktak Project.

Note:

(1) The reference date for considering the period of preceding 07(Seven) years shall be the last day of the month previous to the one in which the tender is invited.

(2) In case of Running and maintenance (R&M)/ up-keeping/ service providing works, the qualification criteria for the work done must be for a minimum period of one year irrespective of length of contract subject to satisfactory performance certificate issued by the Employer for the particular work done.

(3) Documentary evidence (like GST Doc, Rent/lease Agreement, registration of office etc. or any other valid relevant document establishing the fact of having local office in the state of Manipur) of establishment in this regard shall be submitted.

(4) Signing of bid: All the documents being Uploaded on portal along with bid must be duly sealed and signed by the Authorized representative of the bidder.

2.2.3 All Start-Ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.R. 501(E) dt. 23.05.2017 are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Start-Ups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per Annexure-VIII.

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

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

2.2.5 Each bidder must also produce with their Bid - PAN, Goods & Services Tax Identification No. (GSTIN), EPF Registration No. and ESIC Registration No.

2.3 Bidders shall not be under declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact (Clause No. 2.4 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/ black-listing /debarring after submission of bid till award of Tender. Self-

declaration in this regard is to be submitted as per enclosed Annexure-III.

The Bidders whose contract(s) have been terminated due to unsatisfactory performance by employer in past, shall not be allowed to participate in the bidding process till completion of the ineligibility period.

2.4 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact as per Clause No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed *[~~if applicable~~]* as per Clause 9.0 of ITB.

Pre-contract Integrity Pact *[~~if applicable~~]* 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 signing of Contract Agreement.

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

Sh. Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 e-mail: iem.nhpc@gmail.com	Sh. Upendra Malik, B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida – 201315 e-mail: upendra.malik@gmail.com

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

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

a) 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-V shall be provided.

b) Work experience to demonstrate meeting the criteria stipulated in clause 2.2.2 shall be provided in Annexure-IV. The work experience shown shall be supported with copies of supply order/work order/letter of Award issued by the Engineer-in- charge/ head of the concerned work.

c) Information on financial criteria stipulated in clause 2.2.2 shall be provided, Annual turnover, copy of affidavit/Certificate of CA mentioning Financial

Turnover of last 3 (three) years or Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years shall be submitted to ascertain bidder's meeting the financial criteria.

d) Bidders shall not be under declaration of ineligibility for banning/ de-listing/ black listing/debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact (Clause No. 2.4 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/ black-listing /debarring after submission of bid till award of Tender. Self-Declaration in this regard is to be submitted as per the enclosed Proforma (Annexure-III).

3.0 Cost of Bidding Document: Not Applicable.

4.0 Bid Security/ Earnest Money Deposit (EMD)

4.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of **Rs.1,79,000/-** (**Rupees One Lakh Seventy-Nine Thousand Only**) as given in NIT appended hereto. Bid security/EMD may be deposited either in the form of a Crossed Bank Draft in favour of **NHPC Limited, payable at "State Bank of India, Loktak HEPA Branch" (Code-05329)"** or irrevocable Bank Guarantee valid for a period of three (3) months beyond the validity period of the bid issued by any Indian Nationalized Bank/Scheduled Commercial bank in the prescribed format (Annexure-I) or irrevocable Insurance Surety Bond valid for a period of 90 days beyond the validity period of the bid issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in the prescribed format (Annexure-XIII). Failure to do so may prevent a tender from being considered.

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration for the goods/ services are exempted from furnishing the Bid Security / EMD.

They should furnish with the Bid a copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favours, for the goods/ services covered under this Tender document.

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

No other bidders other than MSEs and Startups are exempted from furnishing Bid Security/ EMD as mentioned above.

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:

Beneficiary Detail:

Name of the Beneficiary: NHPC Limited
Address of Beneficiary: Corporate Office, NHPC Office Complex, Faridabad, Haryana – 121003.

Beneficiary Bank Detail:

Loktak Project, NHPC Limited.
Account No.: 34450430641
IFSC Code: SBIN0005329
Address of the Bank: State Bank of India, Loktak HEPA, PIN-795124.

4.2 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Employer, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto without the consent of the Employer in writing during the period of validity of his offer, the Employer shall forfeit the Bid Security / EMD furnished by the bidder along with his offer.

In addition to this the bidder may at the discretion of the Employer, be debarred from bidding for a period as may be considered fit by the Employer, against any Bid that might be invited by the Employer in future. The Employer will also be within its rights to circulate the information, at its discretion to other prospective Employers about the bidder having withdrawn his offer within the validity period.

4.3 Bids received unaccompanied by either an acceptable Bid Security / EMD or a photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive.

4.4 Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Conditions of Contract. Bid Security / EMD of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Bid security / EMD of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the account mentioned in ECS Form (Annexure-VI) through ECS mode.

4.5 The Bid Security / EMD shall be forfeited:

(a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of Bid validity specified by the bidder; or

(b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0); or

(c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 11.7; or

(d) If the successful bidder having been notified of the acceptance of its Bid by the Employer during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or

(e) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with Conditions of Contract.

5.0 The bidder shall prepare the bid and submit the bid online on **"GeM Portal"** in following manner:

5.1 <u>ONLINE SUBMISSION</u>:

5.1.1 Cover-1: Techno-commercial bid:

Online bids should be submitted containing scanned copy of following document in Cover-1:

i) All Documents establishing conformity to the Eligibility Criteria as mentioned at Clause 2.0 of ITB.

ii) ~~Demand Draft / Banker's Cheque / Notarized copy of valid relevant MSEs Certificate towards Cost of bidding document.~~

iii) Demand Draft/Banker's Cheque/Bank Guarantee/Insurance Surety Bond/copy of valid relevant MSEs Certificate/copy of the valid Certificate of Recognition issued by DIPP towards Bid Security/EMD.

iv) Pre-Contract Integrity Pact (Annexure-II)

v) ECS Form (Annexure-VI).

vi) Declaration regarding Insolvency and Bankruptcy code 2016, (Annexure-X) as per clause no. 2.5 of ITB.

vii) Copy of PAN.

viii) Details of Past Experience (Annexure-IV).

ix) Bid Proforma (Annexure-V).

x) Scanned copy of Power of Attorney along with authority of executants.

xi) Scanned copy of EPF Registration No., GSTIN & ESIC Registration No.

xii) Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006 along with copy of certificate (Annexure-VII).

xiii) Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with copy of certificate (Annexure-VIII).

xiv) Domicile Certificate as a proof of local resident in District Churachandpur/Bishnupur/Kakching, State of Manipur, or Project Affected Family (PAF) Certificate issued by the concerned state authority in respect of Loktak Project.

xv) Bid Security Declaration as per Appendix-V.

xvi) Self-declaration regarding banning/de-listing/black listing/debarring as per Annexure-III.

xvii) Declaration regarding No deviation, correctness of bid, acceptance of terms & conditions of tender document as per Annexure-IX.

xviii) Undertaking by Bidder towards Anti-Profiteering Clause of GST Act/ Rules as per Annexure-XI.

xix) Declaration regarding availing the benefit under one category/status (i.e. either MSEs or Start-ups) as per Annexure-XII.

xx) Declaration as per Annexure-XIV of ITB.

xxi) Works/services already awarded and in-progress under PAF Policy of NHPC as per Annexure-XV.

Note: - Signing of Bid: All the documents being Uploaded on portal along with bid must be duly sealed and signed by the Authorized representative of the bidder.

5.1.2 Cover-2: FINANCIAL BID (PRICE-BID)

The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT.

The financial cover shall contain price bid i.e. to be quoted by the bidder on GeM Portal as instructed in the **"Schedule of Quantities & Prices, (Section-IV)"**. The quoted rates should be in Indian Rupee.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

5.2 OFFLINE SUBMISSIONS:

Bid Security / EMD:

The original DD/ Banker's Cheque/ Bank Guarantee/ Insurance Surety Bond towards Bid Security / EMD shall be submitted on any of the following address:

Address 1:
GSM (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: Manager (E)
Mobile no.: 8732836775

If any discrepancy is found between the Hard Copies of the offline documents viz. DD/BG/Insurance Surety Bond towards Bid Security, and scanned copy of same uploaded online then the online bid shall be liable for rejection.

5.3 The online bid (Techno-commercial Bid and Price Bid) shall be submitted upto the due date & time indicated in the NIT or any extension thereof. Offline documents (as specified at Clause No. 5.2 above) in Physical Form shall be received by the Employer at the address specified in Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids or any extension thereof. In the event of the specified date for submission of Offline documents being declared a holiday for the Employer, the same will be received upto the appointed time on next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended, if any.

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

5.5 The work covered by this Bid specification shall be executed strictly in accordance with the conditions specified in the "Conditions of Contract" and other conditions specified in various sections of this Bid document. Bidders are requested to submit their offer strictly in line with terms and conditions of tender specification, otherwise bid may be rejected. Bids silent regarding any of the terms or specifications shall be presumed to be confirming to the specifications and terms & conditions as stipulated in this Bid document.

5.6 Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedule of Quantities & Prices. The bidder shall quote their prices on "Firm" basis in all respects. The bidder shall ascertain the rate of all applicable taxes & duties and shall fill up price bid accordingly.

5.7 It is imperative for each bidder to satisfy himself completely of all local conditions, and the nature of the site. A Bidder shall be deemed to have full knowledge of the site [*whether he inspects or not*].

5.8 The Bidder should possess a valid PF or ~~appropriate mediclaim policy/~~ ESIC registration number and Goods & Services Tax Identification Number (GSTIN) duly allotted by the concerned Authorities and shall furnish proof towards the same along with the bid.

5.9 The bidder should provide the PAN and a copy of PAN card issued by the Income tax department, contact/ mobile & landline telephone numbers along with bids.

5.10 Price bid of bidders, whose techno-commercial bids are not considered acceptable to the Employer, will be archived unopened. The decision of the Employer is final and binding in this regard.

5.11 ~~The rates and prices quoted by the bidder shall be exclusive of EPF and ESI contribution in respect of this contract. The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis on production of documentary evidence.~~

~~Further, the reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor.~~ However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

6.0 Past Experience

The Bidder should fill the details of his past experience in the works covered under these specifications in the following Proforma and submit the same online as per **Annexure-IV** appended herewith.

7.0 Bid Proforma

The bidder should fill in the Bid Proforma appended as **Annexure-V** herewith and submit the same online.

8.0 ECS Form

Bidders are required to submit duly filled in ECS Form appended as **Annexure-VI** herewith and submit the same online.

9.0 INTEGRITY PACT ~~*[IF APPLICABLE]*~~

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

The Pre-contract integrity pact, signed by all the prospective Bidders and the Employer shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (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 signing of Contract Agreement.

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

Sh. Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 e-mail: iem.nhpc@gmail.com	Sh. Upendra Malik, B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida – 201315 e-mail: upendra.malik@gmail.com

10.0 Online opening of Bids by Employer:

10.1 The Employer will open the Bids online on the date as specified in NIT/ GeM Bid Document or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/offline documents being declared a holiday for the Employer, the opening shall be carried out at the specified time on the next working day.

10.2 Initially, the 'Techno-Commercial Bid' shall be opened and the 'Price Bid' of only those bidders whose Techno-Commercial bid is acceptable to the Employer shall be opened online subsequently.

11.0 Evaluation of Bids

11.1 The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order and conforms to all the terms, conditions and specifications of the bid documents without any deviations.

The Employer will, thereafter check and ascertain whether the bidder fulfils the Eligibility criteria and other requirements specified under ITB Clause 2.0. The Bids submitted by the Bidders who meet the Eligibility Criteria set under ITB Clause 2.0 shall only qualify for consideration and further technical evaluation by the Employer.

The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

11.2 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations.

A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.

The Employer may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, as per clause 11.1 of ITB.

Also, if any discrepancy is found between the Hard Copies of the offline documents viz. ~~DD towards Cost of bid document &~~ DD/BG/Insurance Surety Bond towards Bid Security / EMD, and scanned copy of same uploaded online, then the online bid may be liable for rejection.

11.3 During bid evaluation, the Employer may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

11.4 The bidder shall quote for all the items mentioned in the Price Bid. The evaluation of the bids shall be done based on the ~~item-wise price/~~ total prices ~~***[…Strick out whichever is not applicable…]***~~ as per ~~BOQ_XXXX:~~ Schedule of Quantities & Prices.

11.5 All applicable taxes, duties and levies as mentioned in ~~BOQ_XXXX i.e~~. Schedule of Quantities & Prices shall be considered for the purpose of evaluation of bids.

11.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid Price'. Bid prices quoted by Bidder shall remain unaltered.

11.7 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between sub-total and the total price, the unit or sub-total price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure of the unit rates, the unit rates in words will prevail. If bidder does not accept the correction of errors, its bid will be rejected and the Bid Security / EMD will be forfeited in accordance with ITB sub-clause 4.5.

11.8 **In compliance of Office Memorandum vide No. F.6/1/2023-PPD dated 06.01.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India, Minimum Service Charges in the procurement of Manpower Outsourcing Service has been fixed as 3.85% (3% Profit plus 0.85% transaction charges). Accordingly, provision of Minimum Floor Price has been enabled in GeM Bid. The bidder shall be required to quote the rates/Service Charges (Contractor's Profit & Overheads) in compliance of above referred Office Memorandum.**

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

12.1 The Employer reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defence and security conditions, and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Bidder(s), who wish to seek reasons for such decision of cancellation/ rejection, shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.

12.2 The Employer shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.

12.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.

12.4 Subject to ITB Clause 12.1 and 12.2, the Employer shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract.

12.5 The Evaluated price arrived at in terms of clause 11.0 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total price quoted by the Bidder as per 'price bid' or the evaluated price as per clause 11.0 of ITB shall be considered.

12.6 The parties shall sign the Contract Agreement (three sets in Original) within 28 days from the date of issue of Letter of Award. The Contractor shall be provided with one signed original Contract Agreement. The expenses of completing and stamping the agreement shall be borne by the Contractor. ~~Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with four (4) true copies of Contract agreement within fifteen (15) days after signing of Contract.~~

13.0 Corrupt, Fraudulent, Collusive or Coercive Practices

It is expected from the Bidders/ Suppliers/ Contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) for the purpose of this provision, the terms set forth below shall mean as under:

(i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.

(iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;

(v) An agreement called "Integrity Pact" between the prospective Bidders and the Employer shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.

(b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.

(c) The Employer may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.

i) **Banning of Business Dealings:** 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. The grounds

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

iii) 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 last five years;

iv) 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;

v) 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;

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

vii) 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.

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

ix) 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;

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

xi) 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).

14.0 Information w.r.t. MSME Development Act '2006

MSME Development Act `2006 is applicable to all Contractors/ suppliers/ service providers. Therefore, information as per "Annexure-VII" appended hereto is required to be submitted/enclosed by the bidder along with bid.

~~**a. Cost of bidding document:**~~

b. Bid security / EMD:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration for the goods/ services are exempted from furnishing the Bid Security deposit/ EMD.

They should furnish with the Bid a copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favours, for the goods/ services covered under this Tender document. No other bidders are exempted from furnishing Bid Security/ EMD as mentioned above.

Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security / EMD. They should furnish with the Bid a copy of the valid Certificate of Recognition issued by DIPP. No other bidders are exempted from furnishing Bid Security/EMD except as mentioned elsewhere in the document.

Bids received unaccompanied by either an acceptable Bid Security / EMD or a copy of valid certificate of registration stated as above shall be rejected as being non-responsive.

c. Purchase Preference in favour of MSEs:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village

Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration for the goods/ services, covered in this Tender document shall also be eligible for the Purchase Preference.

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

In tender, participating Micro and Small Enterprises (MSEs) quoting price within price band of L_1+15% shall also be allowed to execute a portion of the requirement by bringing down their price to L_1 price in a situation where L_1 price is from someone other than an MSE and such MSEs shall be allowed to execute at least 25% of total tendered value. In case more than one such MSEs, the work will be shared proportionately (to tendered quantity).

In case of tender item is non-splitable or non-divisible, etc. MSE quoting price within price band L_1+15% may be awarded for full/complete execution of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

Out of 25% target of annual procurement from MSEs, a sub target of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the tender requirements and the L-1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

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

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

(a) In case of proprietary MSE, proprietor(s) shall be SC/ST.

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

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

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

Note:

1. Micro and Small Enterprises (MSEs) bidders having Valid Udyam Registration shall be allowed exemptions from submission of EMD.

2. Further, to avail exemptions from meeting the qualification criteria in respect of Prior Experience-Prior Turnover by the MSEs bidders, the bidder should have valid Udyam Registration along with inclusion of relevant activities/ National Industrial Classification (NIC) codes covering **"A major part of the Scope of works"/ "Similar nature of Works"** as defined in the tender document.

3. During Financial evaluation, MSE purchase preference shall be extended to only those bidders who have also claimed to be an MSE on GeM portal along with submission of valid Udyam Registration Certification with their bid. However, bidders shall be exempted from submission of EMD and Prior Experience- Prior Turnover on submission of valid Udyam Registration Certificate only along with their bid.

15.0 Check List

Sl. No.	Document Required	Action required
1a)	Copies of Documentary evidences in support of the qualification criteria as per ITB Clause No. 2.0.	To be uploaded online.
b)	**Self-declaration in original on Company's Letterhead:**	
	The bidder should not have been banned/de-listed/blacklisted/de-barred from business or declared ineligible on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause 9.0 of tender document on Company's Letterhead as per format (Annexure-III).	To be uploaded online.
c)	**Integrity Pact as per Performa duly signed & Stamped at each page.**	To be uploaded online.
2.	**Bid Security / EMD**	To be submitted in hard copy and uploaded online.
	(i) DD Amounting to Rs.1,79,000/-	
	or	
	(ii) In case of Bank Guarantee, strictly in the format of Annexure-I, Amount Rs.1,79,000/-, validity as per tender document.	
	Or	To be uploaded online.
	(iii) In case of Insurance Surety Bond, strictly in the format of Annexure-XIII, Amount Rs.1,79,000/-, validity as per tender document.	
	Or	
	(iv) Copy of certificate towards exemption of Bid Security/EMD along with Appendix-V, Bid Security Declaration.	
3.	Power of Attorney along with authority of executants (Not required in case of Proprietorship firm).	To be uploaded online.
4.	ECS Form	To be uploaded online duly filled in.
5.	PAN - Copy of PAN card	To be uploaded online
6.	EPF Registration No., GSTIN, & ESIC Registration No.	To be uploaded online
7.	Declaration regarding Insolvency and Bankruptcy Code 2016, as per clause no. 2.5 of ITB (Annexure-X of Section-I).	To be uploaded online
8.	Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-XI of Section-I)	To be uploaded online duly filled in.
9.	Details of Past Experience (Annexure-III of Section-I)	To be uploaded online duly filled in.
10.	MSMED declaration as per Performa (Annexure-VII).	To be uploaded online duly filled in
11.	Declaration regarding applicability of Start-Ups under Start-Up India Initiative (Annexure-VIII).	To be uploaded online duly filled in

12.	Bid Proforma (Annexure-V)	To be uploaded online duly filled in
13.	Declaration as per Annexure-IX of ITB	To be uploaded online
14.	Declaration regarding availing the benefit under one category/status (i.e. either MSEs or Start-ups) (Annexure-XII of Section-I)	To be uploaded online duly filled in.
15	Declaration as per Annexure-XIV of ITB.	To be uploaded online duly filled in.
16.	Domicile Certificate as a proof of local resident in District Churachandpur/Bishnupur/Kakching, State of Manipur, or Project Affected Family (PAF) Certificate issued by the concerned state authority in respect of Loktak Project	To be uploaded online duly filled in.
17.	Details of works/services already awarded and in-progress under PAF/Local Policy of NHPC as per Annexure-XV	To be uploaded online duly filled in
18.	**Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)**	**To be filled online**

Note: - <u>Signing of Bid</u>: All the documents being Uploaded on portal along with bid must be duly sealed and signed by the Authorized representative of the bidder.

FOUR KEY INSTRUCTIONS for BIDDERS

Note: The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to: -

i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline (if required by GeM Portal).

ii) Register your Organization on GeM well in advance of tender submission deadline.

iii) Get your Organization's concerned executives trained on GeM well in advance of tender submission deadline.

iv) Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

Note: Electronic procurement system will not allow any Bidder to place their bids after the expiry of scheduled date & time. NHPC/ GeM shall not be responsible for any delays/ problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/ GeM."

----------X----------

ANNEXURE-I

Bank Guarantee in Lieu of Bid Security / Earnest Money Deposit (EMD)
Bank Guarantee

Date: _____

[Name of Contract]

To:

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

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

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

Sealed with the Common Seal of the said Bank this____day of_____20_____

THE CONDITIONS of this obligation are the following:

(a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of bid validity specified by the Bidder. Or

(b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0). Or

(c) If the successful bidder fails to enter into Contract Agreement when required. Or

(d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security, in accordance with Conditions of Contract.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of above-named Condition/Conditions, and specifying the occurred condition or conditions.

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

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

WITNESS

1. .....
(Signature)

.....
(Name)

.....
(Official Address)

2. .....
(Signature)

.....
(Name)

.....
(Official Address)

Signed for and on behalf of the Bank

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

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

1.0 Bank Guarantee for Bid Guarantee in original shall be submitted along with the bid. However, the issuing bank shall submit an unstamped duplicate copy of bank guarantees directly by registered post (AD) to Employer (authority inviting tenders) along with a forwarding letter.

2.0 The following information should be invariable mentioned on the back side of the bank Guarantee:

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

*@ The date will be Ninety (90) days beyond the Bid validity period.

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

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EANEST MONEY DEPOSIT

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.

2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.

4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security.

5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the employer (Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the employer.

6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

ANNEXURE-II

(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 signing of Contract Agreement)

PRE CONTRACT INTEGRITY PACT

Between

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

And

M/s _____ , a company/ firm/ individual (status of the company) and having its registered office at ---------- represented by 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 **"Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year."** and the Bidder/Contractor is willing to offer against GeM Bid No. GEM/2026/B/7459290.

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 regarding 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 disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid / 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 he has 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 undertake 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 bidders/Contractors signing Integrity Pact shall not approach the court 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-Contract.

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 employee 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 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 Independent External Monitor(s)

7.1. The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with 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 documents relating to the / procurement, including minutes of meetings whenever required. The right to access records should only be limited to the extent 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 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.

7.6. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction, to all documentation of the Employer including that provided by the Bidder / Contractor. The Bidder / Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality. The Monitor has also signed declaration on Non-

Disclosure Agreement and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and recuse himself/herself from that case.

7.7. The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the 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 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.

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 month after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.

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

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

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

For & On behalf of the Employer	**For & On behalf of the bidder/Contractor**
	(Office Seal)
(Office Seal)	
Place : _____	Place : _____
Date : _____	Date : _____
Witness 1.	Witness 1.
(Name and address)	(Name and address)
Witness 2.	Witness 2.
(Name and address)	(Name and address)

Annexure-A to Integrity Pact

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 s 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 / 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/s/ Projects/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)

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

c. For works awarded/under Tendering from Regional Offices / s / Projects / Liaison Offices (falling in the competency of GGM and below)

- Competent Authority in case of works awarded/ under Tendering from Corporate Office/ Regional office shall be GGM 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 and attached liaison offices/ units and in case of work falling under the competency of GGM 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 GGM 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 GGM 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. 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.

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//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 were 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

Appendix –II

(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. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

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

Yours faithfully,

For & On behalf of NHPC.

Appendix –III

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST / SPEED POST / COURIER

No……. Date……

To
M/s ……

Attn.: Shri ……..

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of ……. was awarded to your firm vide letter of award no …dtd….. amounting to Rs. ……. OR In response to NHPC NIT (e-tender / physical tender) 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.

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. _____. After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof, it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC ~~within jurisdiction of Region//Unit.~~

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 were 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 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 any one of the above as applicable)

In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defense and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication, The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the

Agency. Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication to the Agency. In case the option for Banning of Agency or reduction of Time Period for Banning of Agency is exercised then the above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC.

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. 9 of ITB of tender document.

(Seal & Signature of Bidder)

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

ANNEXURE-III

(To be filled and uploaded online)

(Format of self-declaration of Ineligibility)

Undertaking

I/ We, M/s …… (*Name of Bidder*) hereby certify that I/we are not under the declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business Dealings (Annex A) to Integrity Pact (ref Clause No. 2.4 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/ de-listing/ black listing/ debarring after submission of bid till the award of Tender.

(Seal & Signature of Bidder)

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

ANNEXURE-IV

(to be filled and uploaded online)

PAST EXPERIENCE

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

Station :_____
Date: _____

For & on behalf of _____
Signature : _____
Name : _____
Designation : _____
(*of the authorized representative of the bidder*)

Official Seal of the Company:

ANNEXURE-V

(to be filled and uploaded online)

BID PROFORMA

Sl. No.	Description of information	Replies by the bidder
1.	Name of the Firm/Company :	
2.	Complete address of Regd./Head Office i) Postal : ii) Telephone/Fax : iii) E-mail :	
3.	Former name of the Firm/Company(if any) :	
4.	Type of the Firm/Company (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.) :	
5.	Whether MSE or Start-up (tick in the appropriate box) :	MSE: ☐ Start-Up: ☐
6.	Year and place established :	
7.	Are you registered with any Government/ Public Sector Undertaking (if yes, give Details) for work of similar nature covered under the specifications :	
8.	Have your Company ever been declared Bankrupt (if yes, give details)? :	
9.	Validity period of tender, reckoned from the last date of online bid submission :	120 days
10.	Whether furnished & filled all Schedules / Annexure appended to the tender documents. :	
11.	Goods & Services Tax Identification No. (GSTIN) :	

12. EPF No. :

13. PAN :

Station:_____
Date: _____

For & on behalf of _____

Signature: _____
Name : _____
Designation: _____
(of the authorized representative of the bidder)

Official Seal of the Company:

ANNEXURE-VI

(to be filled and uploaded online)

ECS - Form

NHPC Limited

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

1. BIDDER'S NAME : _____

a) ADDRESS : _____

_____

_____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____

Telephone No. : _____

d) IFSC CODE OF THE BANK :

(For payment through RTGS)

e) ACCOUNT TYPE :

(S.B. Account/ Current Account or/ Cash Credit with code 10/11/13)

f) ACCOUNT NUMBER : _____

(As appearing on the Cheque Book)

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

(----------)

Date : Signature of the Bidder

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

(Bank's Stamp)

(----------)

Date: Signature of the Authorized Official from the Bank

ANNEXURE-VII

(to be filled and uploaded online)

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/ Women Entrepreneurs **(Strike out if not applicable)**

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

(Authorized Representative of Firm)

Annexure-VIII
(to be filled and uploaded online)

DECLARATION REGARDING APPLICABILITY OF START-UPs UNDER START-UP INDIA INTIATIVE

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

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

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

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

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

(Authorized
Representative of Firm)

ANNEXURE-IX

(to be filled and uploaded online)

DECLARATIONS
(to be submitted by bidder)

S. No.	Declaration Type	Declaration	Acceptance/ Rejection
1.	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.	
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document (including ITB, Conditions of Contract, Scope of work and Technical Specifications of work) and we agree to abide by the same unconditionally.	
3.	Correctness of bid	We hereby declare that information furnished with Bid is correct in all respect.	

Signature & Seal of Bidder

ANNEXURE-X

[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.*

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

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

To,

M/s NHPC Ltd.
Loktak Project,
Komkeirap, Bishnupur, Manipur – 795124 (India)

Sub.: Tender no……

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

ANNEXURE-XII

[To be uploaded online (scanned copy)]

(Format for declaration by the Bidder)

"Self-Declaration by the Bidder"

"It is hereby declared that the Bid ID No. …….. has been submitted by M/s ……(Name of Bidder) against GeM Bid No……..as a …….. (MSEs / Startups).
(strike (X) out the remaining)

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

(Seal & Signature of Bidder)

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

****

ANNEXURE-XIII

Format of Insurance Surety Bond for Earnest Money Deposit

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

Insurance Surety Bond No. _____
Date:_____

(Name of Contract): _____

To:

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

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

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

THE CONDITIONS of this obligation are as follows:

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

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

a) fails or refuses to sign the Contract Agreement when required, or
b) fails or refuses to submit the performance security in accordance with the Tender Documents.

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

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

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

For and on behalf of the Insurance Company

_____

in the capacity of

_____

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

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./ Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.

4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non- confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the employer.

6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

Annexure-XIV
[To be uploaded online (scanned copy)]

Declaration

This is to certify that I am fully aware of the prevailing situation of the state of Manipur and willing to execute the required work under the tender as per the terms and conditions thereof even in case of any unforeseen circumstances/disturbances that may arise.

Seal & Signature of bidder

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

ANNEXURE-XV

[To be filled & uploaded online]

Details of works/services already awarded and in-progress under NHPC Policy for Reservation of Works for PAF's/Locals

Sl. No.	Details of works/services awarded under PAF Policy	No. and date of order	Value of Contract	Contractual date of completion (Month & Year)	Status of Work (Completed/In-Progress)

Station :_____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation : _____

(*of the authorized representative ofthe bidder*)

Official Seal of the Company:

SECTION – II

CONDITIONS OF CONTRACT

SECTION – II: - CONDITIONS OF CONTRACT

These Conditions of Contract shall be read and construed, along with the General terms and conditions of GeM portal and in case of any conflict or inconsistency between these Conditions of Contract and General terms and conditions of GeM portal; provisions of these Conditions contained herein shall prevail.

1.0 NAME OF WORK: Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year.

2.0 PRICES AND TAXES & DUTIES:

2.1 Prices shall be Firm and inclusive of all cost of labour, insurance, EPF charges, and all applicable taxes & duties including those assessed on the employer. The contract unit rates shall also be after taking into account the Input tax credit (ITC) and other benefits.

2.2 Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids, shall be mentioned in Price Bid i.e. Schedule of Quantities & Prices (Section-IV).

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/documentary evidence and other relevant documents, if any and restricted to the total amount of Taxes & Duties mentioned in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable/reimbursable by NHPC. TDS certificate shall be issued for the income tax deducted at source.

TDS wherever 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 The rates of minimum wages for different categories of workers shall be as notified by the Central Government as applicable twenty eight (28) days prior to deadline for submission of bids. If there is any revision of minimum wages by the Government during the currency of the Contract, the Contractor is entitled for reimbursement towards the incremental changes in Minimum wages to the manpower deployment from the effective date of revision against specific request from the Contractor with documentary evidence. ***[….delete the clause if not applicable…]***

2.6 Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of

Gratuity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Schedule of Quantity & Prices shall be inclusive of all such statutory obligations as applicable.

2.7 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees/insurance surety bond to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Schedule of Quantities & Prices and the Employer shall not be liable in any manner whatsoever therefore.

2.8 Invoices and other documents submitted by the 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 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.

3.0 CONTRACT PERIOD:

The Contract shall be valid for a period of **Two (02) Years** from the date of commencement of the work. The Contractor shall take over and commence the work from XX.XX.XXXX after issue of Letter of Award and signing of Contract Agreement. If the Contractor commits default in the commencement of work within stipulated date after the issue of LOA, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Earnest Money / Performance Security.

4.0 COMPENSATION:

4.1 In the above Service, a provision of providing total 14 nos. staff **(**01 No.-Skilled and 13 Nos.-Un-Skilled Manpower**)** has been kept. The Contractor shall provide a minimum staff of **14*(Fourteen) nos.*** except otherwise specifically instructed by the Engineer-in-charge in writing, otherwise recovery shall be made from the Monthly bills at the rates as follows:

Recovery on account of non-deployment of manpower:

(i) The number of manpower in different categories has been indicated in Clause No. (B) of Section-III, SCC. However, the possibility of absence of deployed

manpower may not be eliminated due to justified reasons. In such cases, the concerned contractor shall ensure deployment of efficient and capable manpower in place of the absent manpower immediately.

The capability/aptitude to perform the work by the manpower shall be assessed by the Project during contract period and if any manpower is not found upto mark due to his/her poor capability and efficiency, the Engineer-In-Charge shall take up this issue with the respective Contractor for suitable replacement. Also, in case of change of any individual efficient and capable manpower in different categories, the capacity/efficiency of replaced manpower may be assessed by the Project and only suitable manpower shall be deployed for Project works. The assessment of capability and efficiency of manpower may take some time.

Recovery on account of non-deployment of manpower as specified in the scope of the work/contract, due to the justified reasons, certified by EIC to be not attributable to the contractor, will be made limited to minimum wages (i/c VDA) plus contractor's profit but without imposing of any penal recovery as under:

Rate of Recovery= 100% * [Basic minimum wages of the respective category of manpower (i/c VDA) + Contractor Profit as per LOA].

(ii) Any other type of non-deployment including absence from duty by contractor's workman, not covered under '(i)' above shall be considered to be attributable to contractor and the rate of recovery will be made from Monthly bills with imposing penal recovery of 10% on it, at the rate as under:

Rate of Recovery= 110% * [Basic minimum wages of the respective category of manpower (i/c VDA) + Contractor Profit as per LOA+ EPF + GST]

(iii) EIC will ensure that EPF & ESI shall not be reimbursable for the absentee period under points (i) & (ii) above.

5.0 PERFORMANCE SECURITY/ SECURITY DEPOSIT:

Within 28 days of receipt of Order, the Contractor shall furnish to the Engineer-in-Charge a performance security in any of the following forms:

(a) Demand Draft from an Indian Nationalized Bank or any Scheduled Bank in India; or

(b) Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure-A** herewith; or

(c) Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) acceptable to Employer as per the format appended as **Annexure-C** herewith.

for an amount equal to **05 (five) percent** of the originally awarded contract price by way of guarantee valid till three months 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. The Contractor shall, at his own cost get the validity period of bank guarantee/insurance surety bond furnished by him extended from time to time till two months beyond the completion of work as per the provisions of the contract. He shall furnish the extended/revised Bank Guarantee/insurance surety bond to the Engineer-in-charge one month before the expiry date of the original bank guarantee/insurance surety bond or any extension thereof. In case the extended/revised Bank Guarantee/insurance surety bond 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/insurance surety bond.

The Performance Security/Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any. The Performance Security / Security deposit amount will not earn any interest for the whatsoever period detained by NHPC.

If the Contractor does not submit the Performance Security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of Contractor.

In case, the Contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (alongwith applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion – upto 12 months) or 60 days (for the contracts having time for completion – more than 12 months) from the date of issue of Letter of Award (LOA)/ GeM Contract, 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 procurement.

The performance security shall not be released till liquidated damages, if any, is pending for recovery.

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:

Beneficiary Detail:

Name of the Beneficiary: NHPC Limited

Address of Beneficiary: Corporate Office, NHPC Office Complex, Faridabad, Haryana – 121003.

Beneficiary Bank Detail:

Loktak Project, NHPC Limited.
Account No.: 34450430641
IFSC Code: SBIN0005329
Address of the Bank: State Bank of India, Loktak HEPA, PIN-795124.

6.0 WARRANTEE:

~~During the period of the contract, if the Contractor fails to rectify any defect pointed out to him the same shall be got done by NHPC at the risk and cost of Contractor and recovered from the Security Deposit or any other amount payable to the Contractor. For non-performance of certain items or unsatisfactory performance, penalty shall be levied on pro-rata basis as decided by Engineer In-charge. The penalty leviable from the Contractor for such non-performance shall not be higher than the amount equivalent to which would have become payable to~~

~~the Contractor by NHPC had the work been executed by the Contractor as per schedule. In case of any damage or loss on account of acts of commission or omissions of the Contractor, the same shall be compensated by the Contractor or else shall be recovered from available payment or any monies payable to the Contractor [….strike out the clause if not applicable…].~~ DELETED

7.0 TERMINATION:

7.1 If the work is found to be unsatisfactory during the execution of the contract or the Contractor commits default in any of the terms and conditions of the contract, NHPC reserves the rights to terminate the contract and can get the work done by another agency at the risk and cost of the Contractor.

7.2 ~~**Additional clause for Annual Maintenance Contracts of Generating Units of Power House for a period of two (2) years [*Strike out, if not applicable*]**~~

~~7.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in full or part thereof in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor referring to the specific clause:~~

~~a) If the contractor fails or refuses to execute contractual obligation or any part thereof in the manner specified in program of performance that gives reasonable assurance to the Employer that the Contractor can attain completion of Work/ Services as per time schedule or extension thereof, within 14 days after serving notice of default.~~

~~b) If the performance is assessed to be good in reference to quality and time schedule then the Contractor will continue to carry out maintenance in 2nd year also as per Terms & conditions of Contract. If the performance is assessed to be not good in reference to quality and time schedule, then the Engineer-In-Charge has the liberty to terminate the contract giving reasonable reasons.~~

~~c) In the circumstances as at 7.2.1 b) above, Engineer-In - Charge shall take suitable action as under:~~

~~i) Performance Bank Guarantee/ Security Deposit of the Contractor shall be forfeited~~

~~ii) To go for fresh tender for finalization of 2 years contract (covering~~

~~2nd year and next 1 year) debarring the defaulting contractor for participation in this fresh tender.~~

~~7.2.2 The Contractor is entitled to be paid the due amount attributable as per Payment Terms at the time of termination. Any sums due to the Employer from the Contractor, accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.~~

~~7.2.3 The Contractor/Service provider shall have no claim of compensation for any loss suffered by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract.~~

~~7.2.4 Termination of the Contract as provided for above, shall not prejudice or affect the rights of the Employer which may have accrued upto the date of such termination.~~

~~7.2.5 All decisions/actions of the Employer under this clause, as aforesaid, shall be conclusive and binding on the Contractor.~~ DELETED

8.0 INSPECTION:

All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open to the inspection and supervision of the Engineer in Charge or his authorized representatives.

9.0 ENGINEER-IN-CHARGE AND HIS DECISION:

Head of Division, Civil Division, Loktak Project, NHPC Limited or his authorized representative shall be the Engineer-In-Charge of the aforesaid contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

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

10.0 QUANTITY VARIATION:

During the execution of the contract, the Employer reserves the right to increase or decrease the original quantities of item without any change in unit price or other terms & conditions. In case items for which rates are not available in the Schedule of Quantities & Prices, the rates of such items shall be paid at the analyzed rate based on actual input to be provided by the Contractor.

11.0 PAYING AUTHORITY:

Head of Finance, NHPC Limited, Loktak Project, Manipur-795124.

12.0 CONTRACTOR'S RESPONSIBILITY:

12.1 Contractor shall ensure that all the labours appointed by him are paid minimum wages as fixed by the Central Government in terms of Minimum wages act and other statutory requirements. The Contractor ~~including its Sub-contractor~~ shall ensure that the payment is being made to contract workers through bank. The Contractor ~~including its Sub-contractor~~ should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.

12.2 The Contractor shall be liable to make payment to all his employees and shall comply with labour laws. If NHPC were held liable as Principal Employer to pay contribution in respect of the employees of the Contractor, then the latter would compensate NHPC with amounts of such contributions so paid by the NHPC. Further, if the payment to their workers is not made by the Contractor, the same shall be paid by NHPC by deducting the amount from the running bills/ any monies payable to the Contractor with overhead charges as per LOA.

12.3 The Contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Labourers, payment vouchers, Attendance Register, Leave, and Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the Contractor shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.

12.4 The Contractor shall clearly inform the labour that working in NHPC premises will not entitle them for any job in NHPC in future.

12.5 The Contractor shall submit and maintain proof for remittance of PF account & other statutory payments made towards the labours engaged for the work.

12.6 All the workers engaged by the Contractor are subjected to Security check while entering and leaving the premises.

12.7 The Contractor will be responsible for the good conduct of his employees. In case of any misconduct or misbehavior of his employees' suitable action shall be taken as per the directions of Engineer In-charge.

12.8 The Contractor or his authorized supervisor/ engineer will come regularly to site to ensure that the work is being performed following all Rules, Regulations and Acts as specified in clause 3.0 above. Besides above, necessary coordination, taking instruction from Dept. and supervision of the work shall also be the responsibility of the Contractor.

12.9 All the necessary spares, T&P, consumable and material required for execution of the subject service contract shall be provided by NHPC free of cost. ~~The Contractor shall maintain spares and T&P emergency stock in NHPC premises for which space on demand may be provided.~~

12.10 The Contractor should ensure that labour should wear uniforms, badges, shoes and safety and security items during their duty hours. Also the Contractor service personnel must have valid company identity cards for identification purpose.

12.11 The Contractor shall also provide the mobile no. / telephone no. to contact the service personnel.

12.12 ~~All consumable and material used by Contractor shall be of standard brand as approved by Engineer in Charge.~~

12.13 The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the Project. Unskilled labour shall be recruited from local region only.

12.14 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

12.15 In the event of any injury, disability or death of any employees in or about the work employed by the Contractor, the Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Employee's Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a employee and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Employee's Compensation Act, 1923, for any injury, disability or death of a employee by any competent court, the said sum or sums shall be deducted by the

Engineer-in-charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfilment of the said decree, award or orders.

12.16 The Contractor shall furnish to the Engineer-In-charge, a copy of the License obtained under Contract Labour (Regulation & Abolition) Act, 1970 for employing contract labour in NHPC. To obtain License, NHPC shall issue a certificate in Form V.

12.17 **COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:**

12.17.1 During continuance of the Contract, the Contractor ~~and his Sub-contractor(s)~~ shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall also comply with the laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights. The Contractor shall keep the Principal Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Principal Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Principal Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Principal Employer.

The employees of the Contractor and his sub-Contractor in no case shall be treated as the employees of the Principal Employer at any point of time.

Salient features of some of the major labour laws that are applicable to construction industry including amendments (if any) are given below.

(i) Employee Compensation Act 1923 as amended

The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.

(ii) Payment of Gratuity Act 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions

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

(iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS-95.
The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:

(a) Pension or family pension on retirement or death as the case may be.

(b) Deposit linked insurance on the death in harness of the worker.

(c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 (Amended)
The Act provides for leave and some other benefits to women employees.

(v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.
The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer (the Employer) and recover the same from the Contractor from any amount/monies due to him. The principal Employer (the Employer) is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of Contractor or Principal Employer (the Employer) if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948 (Amended)
The Contractor is to pay not less than the Rate of Minimum Wages notified by the appropriate Government as per provisions of the Act.

(vii) Payment of Wages Act 1936 (Amended)
It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979
The Act provides for payment of equal wages for work of equal nature to Male and Female workers and not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(ix) Payment of Bonus Act 1965 and any further amendments thereof.
The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 21,000/- P.M. or less. The bonus to be paid to employees getting Rs. 7,000/- P.M. or the minimum wages for the

scheduled employments as fixed by the appropriate Govt. whichever is higher. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.

(x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

(xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workmen and Employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The interstate migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess @ 1% of the cost of construction as may be notified by the Government. The Employer (the Contractor) to whom the Act applies has to obtain a

registration certificate from the Registering Officer appointed by the Government.

(xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

(xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

(xviii) Employees' State Insurance Act, 1948:

The Act provides for certain benefits to employees in case of sickness, Maternity and Employment injury and for certain other matter in relation thereto.

The compliance of the labour laws / acts shall be along with amendments (if any) of the respective acts.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The definition of "Principal Employer" for this clause shall be as per Contract Labour (Regulation and Abolition) Act 1970.

12.17.2 The Contractor shall be responsible to secure compliance with all central & state Government laws as well as rules, regulations, bye laws and others of the local authorities and statutory bodies as may be in force from time to time as applicable. The Contractor shall also be responsible for giving the required notice to any statutory or local bodies as required by law and obtain all requisite licenses as applicable to him under the contract. The Contractor at all times shall indemnify the Employer against all claims, damages or compensation, any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

12.18 The Contractor shall provide and maintain upon the works sufficient, proper

and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.

12.19 **Social Accountability 8000 Compliance:**
The Contractor shall comply with all the requirements of SA 8000:2014 and maintain appropriate records in support thereof, and produce for inspection by NHPC representatives as and when called for.

12.20 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the Project. Unskilled labour shall be recruited from local region only.

12.21 The Contractor including its Sub-contractor shall have the registration with EPFO and ESIC. Further all the workers deployed by Contractors ~~or Sub-contractors~~ shall be members of Provident Fund and should be given the Universal Account Number (UAN). The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis on production of documentary evidence.

The reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

The Contractor ~~including its Sub-contractor~~ shall ensure that the payment is being made to contract workers through bank. The Contractor ~~including its Sub-contractor~~ should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.

In addition to above, the Contractor ~~including its Sub-contractor~~ shall also submit the Bank account nos. of the contract workers in which the salary is deposited by the Contractor ~~including its Sub-contractor~~. The Contractor ~~including its Sub-contractor~~ as proof shall submit along with other documents pursuant to Clause 25, the account statement in respect of salary paid to the contract workers for the month prior to the month in which the Contractor submits Running account bill.

The Engineer-in-Charge or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor fails to produce the proof of payment made by him ~~or his Sub-contractor~~ to the contract workers deployed by him ~~or his Sub-contractor~~ and the statutory compliance. The Contractor shall in no case withhold the payments due to their employees for any reasons whatsoever including that on account of non-clearance of its bill by the Engineer-in-Charge or his authorized representative.

13.0 SAFETY:

The work shall be carried out strictly adhering to all the safety norms as per NHPC Safety Rules and therefore Contractor shall have to ensure safety of all the labourers engaged by them while working.

The Contractor shall provide & make all necessary gadgets/arrangements for safety of his employees. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his employees or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the Contractor. The insurance charges of the employees shall be borne by the Contractor.

Protective equipment like safety shoes, safety helmets, gloves etc. shall be supplied by the Contractor to the labour and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or Engineer in Charge should be contacted before entering the electrically charged areas.

The Contractor shall be responsible for safety of all employees employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

14.0 INSURANCE

The Contractor shall take the ESIC. ~~In case ESIC is not available, then Mediclaim insurance policy or any other policy as applicable for his workers engaged for the works and~~ shall submit the proof of the policy to the Engineer-in-charge before commencing the work.

All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

15.0 SUBLETTING OF CONTRACT

The Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the Engineer-in-Charge or Employer, sublet or transfer other than for minor details, provided that any such consent shall

not relieve the Contractor from any obligation, duty or responsibility under the Contract.

16.0 CONTRACTOR'S SUPERVISION:

The Contractor shall appoint at his own expense adequate number of supervisors/ engineers with sufficient experience to supervise the Works.

The Contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in-Charge to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

17.0 REMOVAL OF CONTRACTOR'S MEN:

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The Contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer in charge. Any person so removed shall be replaced immediately.

18.0 ECOLOGICAL BALANCE:

During the course of work the Contractor shall ensure compliance to Ecological balance under various regulations and acts in vogue including following:-

1. Environment Protection Act 1986
2. The Water (Prevention and control of Pollution) Act,1974
3. Air (Prevention and control of Pollution) Act 1981

19.0 FORCE MAJEURE:

19.1 The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event

of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

19.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions as under:

i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause 19.2 (i) above, the following provisions shall also have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the Contract; and

(b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's T&P, Equipment, Material etc, to the Employer's stores. The cost of such re-execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

19.3 Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 23.

20.0 SUSPENSION OF WORKS:

20.1 The Contractor shall on the order of the Engineer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-charge. If such suspension is:

(a) Provided for in the Contract, or

(b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or

(c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

20.2 If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the Contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

21.0 FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

21.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

21.2 The Contractor shall, if required by the Engineer-in-charge, furnish to him books

of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

22.0 TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in- Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

23.0 TIME FOR COMPLETION AND EXTENSIONS:

23.1 Time for Completion allowed for execution of the Works is as specified in clause 3.0 of these conditions.

23.2 However, if the work is delayed on account of:

i) Delay in handing over of site to the Contractor; or

ii) Increase in the quantity of work to be done under the contract; or

iii) Suspension of work; or

iv) "Force Majeure" or

v) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor shall request, in writing, for

extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for Security Deposit and Insurance Policy(ies). Provided further that such extension is not caused by increase in Contract Price of Works.

23.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time suo motto.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in-Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless the Contractor has;

a) within 14 days after such event has first arisen notified the Engineer and

b) within 28 days or such other reasonable time as may be agreed by the Engineer–in–charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

24.0 COMPLETION CERTIFICATE:

24.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in clause 3.0 and terms and conditions mentioned in clause-23. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

24.2 No certificate of completion shall be issued as stipulated under 24.1 above nor Work

be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

25.0 PAYMENT ON ACCOUNT:

25.1 Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).

25.2 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be withheld/deductable or recoverable in terms of the Contract.

25.3 Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- charge.

25.4 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

25.5 In case of disputed items for which payment has been withheld, the Engineer-in-charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer-in-charge. After receipt of such clarifications / modifications and acceptance thereof by the Engineer-in-charge payment on receipt of such disputed items shall be released within 30 days thereafter.

25.6 Statutory taxes like Income Tax, Work Contract Tax etc. as applicable in the State

shall be deducted from payment.

25.7 Subject to Sub clause 12.21 of Conditions of Contract, the EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis.

Further, the reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

25.8 Payment Terms & Conditions:

- Payment shall be released on monthly basis by way of RA bills after submission of necessary documents by Contractor and deducting all statutory taxes / levies & duties. Monthly bill shall be submitted by the Contractor within Seven (07) days of the succeeding month.
- The payment to the contractor shall be released only on submission of bill along with the following documents duly certified by Engineer-in-Charge:

i) Bank Statement as a proof of deposit of salary through NEFT/ECS transaction into account of individual worker.

ii) Self-attested copies of proof of deposit of EPF by contractor to workers account for the relevant month under consideration duly reconciled with the disbursement of wages.

iii) The contractor shall submit the proof of GST along with RA / Final bills.

iv) EPF and ESI requirement as per Conditions of Contract clause 25.7 and ITB clause 5.11.

v) Insurance as per relevant Conditions of Contract clauses.

vi) Copy of details entered by the contractor at CLPM Portal of the previous month shall be submitted with monthly RA bill.

vii) Bank Charges, if any, shall be borne by the Contractor.

viii) Taxes as applicable shall be deducted at source from bill as per prevailing Govt. norms.

25.9 Terms of Delayed Payment: -

<u>In case of MSE:</u>

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.

26.0 PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of

three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

27.0 OVER PAYMENT AND UNDER PAYMENT:

27.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the Contractor from the Employer or from his security deposit, or he shall pay the claim on demand.

27.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 28.0 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

27.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.

27.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

27.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-

Charge or Employer will be kept withheld or retained as such by the Engineer-in-Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 28 hereof, or by the competent court.

28.0 SETTLEMENT OF DISPUTES

28.1 Amicable Settlement

28.1.1 If any dispute arises between the Employer and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably.

28.2 Arbitration:

~~28.2.1 Except as otherwise provided in clause 28.1 above, hereinbefore, all questions, dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Employer, in relation to or in connection with the Contract shall be referred for arbitration in the manner provided as under:~~

~~28.2.2 Any dispute or difference what so ever arise between the Parties and of or relating to the construction, interpretation, application, meaning, scope, operation /or effect of this Contract or validity of the breach thereof, shall after written notice by either Party to the other be referred for adjudication and such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof, as set forth below:~~

~~(i) The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India).~~

~~(ii) If one of the parties fail to appoint its arbitrator in pursuance of~~

sub clause (i) and (ii) above, within 30 days after receipt of the notice of appointment of its arbitrator by the other party, then the President of Institution of Engineers (India) shall appoint the arbitrator. A certified copy of the order of the President of Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.

(iii) The decision of the majority of arbitrators shall be final and binding upon both parties.

(iv) The fee payable to arbitrators shall be as per the model fee structure of NHPC, the present modal fee structure is placed at Annexure-C. The fees include the sitting fee of arbitrators, reading fee, award writing fee and secretarial expenses etc. and nothing is payable other than this by whatsoever name called. The cost and expenses of Arbitration shall be borne in such a manner as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(v) The seat of Arbitration shall be at …….

The cumulative claims not exceeding 25% of the initial Contract Price can only be referred to arbitration and the claims above 25% of the initial Contract Price are to be referred to commercial court.

The court at …….. shall have exclusive jurisdiction on the disputes arising out of the contract.

28.2.3 It is a term of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

28.2.4 Notwithstanding any reference to the Arbitration herein,

(a) The Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

(b) The Employer shall pay to the Contractor any moneys due to the Contractor.

(c) The party invoking arbitration shall have to deposit a sum equal to 5% of the amount claimed under dispute with the other party at the time of invocation of arbitration clause. The amount of 5% should be deposited in Demand Draft / NEFT / RTGS and no other security such as bank Guarantee etc. will be accepted against this amount. The amount so deposited shall be adjusted against costs, if any, awarded by the Arbitral Tribunal against the claimant party and the balance remaining after such adjustment and in the absence of any such costs being awarded, the whole of the sum will be refunded to the party within one month from the date of the award. A simple interest @6% per annum shall be paid by the other party on the amount deposited by the party for referring the claim to arbitration.

In case of contract with another Public Sector Enterprises and Central Govt. Department (s), the above said clauses 28.2.1 to 28.2.4 shall stand deleted and the following Arbitration clause shall be applicable: -

i All questions, disputes or differences whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be referred to arbitration in the manner provided as under:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department (s) / Organization(s) (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)FTS-1835 dated 22.05.2018."

ii) Both the Employer and Contractor (CPSE / Government Department) shall refer the existing dispute(s) to the Arbitrator at the earliest.

iii) The arbitrator shall make a speaking award.

iv) The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute.

Note: This provision is applicable to disputes with Central PSEs / Port

~~Trusts / Government Department(s) / Organization(s) (other than those related to taxation matters) only~~. Deleted

28.3 However, any issue or matter relating to tendering stage including negotiations (if any) at that stage which has been mutually agreed and incorporated in the Contract shall not be subject to amicable settlement or arbitration.

28.4 Simple interest @6% per annum shall be payable on the awarded amount of the dispute/claim for the pre reference and pendente lite period.

29.0 General:

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

30.0 ~~Training of Apprentices:~~

~~The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his Sub-contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 as amended in 2014 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.~~

~~31.0 Employment of Skilled / Semi-skilled workers~~

~~The Contractor shall, at all stages of work, deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work.~~

~~The Contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the Contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of Contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by Contractor~~

~~at the rate of 100 per such tradesmen per day. Decision of Engineer-in-Charge as to whether particular tradesmen possesses requisite skill and amount of compensation in case of default shall be final and binding.~~

~~Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender less than ₹ 5 crores.~~

****

Annexure-A

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 this .....day of ..... 20…..... at .....

WITNESS

1. .....
(Signature)

.....
(Name)

.....
(Official Address)

Signed for and on behalf of the Bank

.....
(Signature)

.....
(Name)

.....
(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-B

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 corporation incorporated under the laws of INDIA and having its Registered Office at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003, HARYANA (hereinafter called "the Employer"), and which expression shall include its permitted successors and assigns.

and

(2) M/s …….. and having registered office at …… …… (herein after referred to as "The Contractor") which expression shall include the permitted successors and assigns.

"WHEREAS the Employer is desirous of …….. and have invited enquiry vide ……. ……. for the purpose of the said work.

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

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

i)	Section-I	:	Letter of Award/ GeM Contract
ii)	Section-II	:	Special Conditions of Contract
iii)	Section-III	:	General Conditions of Contract
iv)	Section - IV	:	Any other documents forming part of the Contract

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed above.

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

NOW THESE PRESENT WITNESS AND the parties hereto hereby agree and declare as follows:

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

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

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

(For and on behalf of
the Contractor)

(For and on behalf of
the Employer)

In the presence of

1.

In the presence of

1.

ANNEXURE-C

Format of Insurance Surety Bond for Performance Security

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

Insurance Surety Bond No.....
Date……..

To,

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

Dear Sirs,

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

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

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

without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

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

i) Our liability under this Insurance Surety Bond shall not exceed _____(*)____.

ii) This Insurance Surety Bond shall be valid upto __(+)_____.

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serves upon Surety a written claim or demand on or before ___(@)____

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

WITNESS

..... (Signature).....

(Signature)

.....

(Name) (Name).....

....

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

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

Notes:

1. (*) This sum shall be Five percent (5%) of the Contract Price denominated in the Indian currency.

(@) This date will be One Hundred Eighty (180) days beyond the completion period as specified in the Contract.

(+) This date will be Ninety (90) days beyond the completion period as specified in the Contract.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers/ e-Mail Id with full correspondence address of the Insurance Company.

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

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

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

SECTION – III

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION-III: SPECIAL CONDITIONS OF CONTRACT (SCC)

These Special Conditions of Contract shall be read and construed, along with the Conditions of Contract annexed hereto, but in case of any conflict or inconsistency between these Special Conditions of Contract and annexed Conditions of Contract, provisions of Special Conditions of Contract contained herein shall prevail. Further, in case of any conflict or inconsistency between Special Conditions of Contract and General terms and conditions of GeM portal, provisions of these Special Conditions contained herein shall prevail.

Contractor means the successful bidder whose bid has been accepted in writing by NHPC for the award of work **"Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year"** and shall include its legal representative(s), successor(s), permitted assign(s) and Technical Personnel deputed to perform the work under the work order.

A) SCOPE OF WORK & WORKING SITE:

The work **"Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year"** shall include the following:

Regular dewatering of wells, monitoring of water level to all the shafts near slide zone and along Penstock near AB- 11, clearing & maintaining the both side drains and jungles, checking of expansion joints and saddles etc. along the penstock as per direction of EIC.

Working Site –Penstock area, Power House Leimatak, Loktak Power Station, Churachandpur, Manipur – 795124

B) CONTRACTOR'S WORKMEN:

The contractor will maintain 14 manpower (01-Skilled and 13 Un-Skilled) per day. In no case the manpower per day of different categories will increase beyond 01 in Skilled and 13 in Un-Skilled respectively.

For the work **"Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year"** the Contractor shall exclusively employ following manpower for the subject work:

Sl. No.	Category of Manpower	Quantity (nos.)
1	Skilled	01
2	Un-Skilled	13
	Total=	**14**

C) Uniform Wage & Financial Benefits to Contract Workers Engaged by Contractors for Running and Maintenance / Service Contracts of Loktak of NHPC Limited.

The details of the Wage Component, Benefits, General Terms & Conditions and Administration thereof are elaborated as below:

1. The monthly wage and other components shall be as follows:

(a) Basic plus VDA as notified by central government time to time. VDA is revised twice in Financial Year i.e. on 01st April and 01st October.
(b) EPF @ 8.33% & EPS @3.66% of Basic + VDA restricted on wage ₹15,000/- (wage as revised in EPF Act, 1952/ Scheme time to time).
(c) EDLI at the rate 0.5% of Basic + VDA restricted to ₹15,000/-.
(d) Admin charges at the rate 0.5% of Basic + VDA restricted to ₹15,000/-.
(e) Employee Compensation Insurance & Mediclaim Insurance Premium together with maximum limit upto @ 3.29% of Rs 21000/- per individual contract labour per month (Mediclaim Insurance Policy for Contract Labour and his/her dependent family members).
(f) Bonus at the rate 8.33% of (Basic + VDA) calculated on ₹7000/- or Minimum Wage, whichever is higher, subject to wage ceiling of ₹21,000 as per statute.
(g) Leave component at the rate 5% of (Basic + VDA) applicable to contracts having validity of 240 days or more (@ 12 days on 240 days considering continuous service of one year as defined under the relevant statutes).
(h) Gratuity at the rate 4.82% of (Basic + VDA) applicable for contracts having validity of 240 days or more.
(i) As the contract workers are also required to work on the National Holidays a component in this respect is added at the rate 0.96% of (Basic + VDA).
(j) Conveyance @ ₹500/- PM
(k) If retrenched or terminated from the services; Retrenchment Benefits as per the actuals prescribed under the statute at the rate of wage for 15 days for each completed year of service and part thereof in excess of 06 (Six) months, for contracts having validity of 240 days or more. This has not been made component under the proposed wage as it is applied on the termination of services.

2. General Terms and Conditions for above are as follows:

(a) Over Head Charges including Contractor Profit upto 10% on (Basic + VDA) restricted to wage ceiling of ₹15000/- (as notified in EPF Act, 1952 / Scheme) has been considered in the estimate.
(b) In case of Central Government Notification, escalation in Minimum Wage time to time and accordingly change in EPF Contribution, EC/ESI, Bonus, Leave, Gratuity, Retrenchment Benefits etc. the same shall be reimbursed.
(c) Reimbursement towards PMJJBY @ Rs 436/- per annum per worker (or as applicable time to time) and PMSBY @ Rs 20/- per annum per worker (or as applicable time to time) to be made on submission of supporting documents by the Contracting Agencies. Taking PMJJBY and PMSBY in respect of all deployed contract workers shall be mandatory and to be insisted by concerned EICs to be kept in limit of PO.
(d) GST as applicable shall be additional.
(e) In case contract period is less than 240 days, national holidays @ 0.32 for each NH shall be taken. Leave benefit, retrenchment benefit shall be excluded in such cases.
(f) The Contract Period shall be for a fixed period of 02 (two) years extendable by 01 (one) year on existing rates as per the terms and conditions of tender document/GeM GTC.
(g) A lump sum amount of Rs.3500 per head per annum shall be reimbursed against suitable documents to the service provider towards Uniform /Liveries (Tentative break-up as under).

Sl. No.	Items	Quantity	Tentative Amount (in ₹)

1.	Saree/ salwar suit (for female); Pant & Shirt (for male/ female)	Two Pairs	1500
2.	Shoes & Socks	One Pair	900
3.	Sweater/Jackets / Coat	One	600
4.	Rain Coat	One	500
	Total		**3500**

The above Uniform /Liveries have to be provided before starting of the contract in a single lot.

3. Administration and mechanism to ensure discipline at work place:

(a) All the Contract Labour / Workers engaged by the contractor under R&M / Service contracts in an establishment of NHPC shall enter into an agreement/settlement with the respective Contractors; before the contractor enter into the contract/agreement with the NHPC limited for execution of the awarded work; that they are accepting the wages, rate, terms & conditions of NHPC notified vide Part I Office Order No. 60 dated 31.08.2023 (Annexure-1). They will also undertake that they will not resort to any strike, unfair labour practices or otherwise to unproductive/ hamper / sabotage / slow down etc. the activity / work / services of the NHPC Limited, Loktak.

(b) The copy of the said Agreement shall be witnessed by two independent witnesses in presence of duly authorised representative of establishment of NHPC Limited. A copy of which shall be sent to concerned labour authorities for registering the same in records.

(c) Bio-Metric attendance marking system shall be brought into place for project level / centralized real time monitoring of absentees of the contract labour for security / safety reasons or otherwise at Loktak Project level. The monitoring shall be carried out by Industrial Relation (Human Resources) section of Loktak Project.

(d) The contract labour above the age of 60 years shall not be engaged by the contractor.

4. Abstract of Cost:

The details cost of the contract shall be as per Schedule of Quantities & Prices, Section-IV.

Note:
In compliance of Office Memorandum vide No. F.6/1/2023-PPD dated 06.01.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India, Minimum Service Charges in the procurement of Manpower Outsourcing Service has been fixed as 3.85% (3% Profit plus 0.85% transaction charges). Accordingly, provision of Minimum Floor Price has been enabled in GeM Bid. The bidder shall be required to quote the rates/Service Charges (Contractor's Profit & Overheads) in compliance of above referred Office Memorandum.

D) SPECIAL CONDITION OF CONTRACT (SCC):-

1. The service should be as per direction /instruction of the Engineer-in-charge of the work at site or any other duty as per program to be intimated time to time.
2. The service includes Regular dewatering, water level monitoring of shafts near slide zone AB-11,

clearing of weeds along Penstock in proper condition and as per satisfaction of office-in-charge.

3. The contractor shall ensure that all labour engaged by him must wear and display colour photo identity card/employment card issued by the contractor. Further, all workers should strictly wear working dress during working hours as provided in the contract.
4. The PF contributions (employers and employee) of the each and every engaged labour shall be deposited separately. The RA Bill/ Final bill will not be released to the firm/contractor if the contractor fails to deposit the PF contribution engaged labour separately.
5. The firm should provide all the facility to the labour covered under labour law.
6. Contractor shall be liable to make payment to the work force engaged to execute the work in accordance with the labour laws or as amended from time to time.
7. In case manpower found in any kind of misbehaviour or intoxication condition, the agency shall replace the manpower immediately and further any losses/damages occurs on their part due to accident, mishappening the liabilities/responsibility/ risk etc. shall be borne by the agency and department (NHPC Ltd) will not bear anything on this account.
8. The work man provided by the contractor shall be given one day weekly rest. Nothing shall be payable extra of service rendered during national holiday including Sunday.
9. In case of any dispute between the contractor and the Department (NHPC Ltd) during the execution of the work the same shall be referred to the Sole Arbitrator by the HOP (Loktak Power Station), Komkeirap whose decision in all such mater will be final and binding on both the parties.
10. The Contractor has to submit a copy of the Workmen's Compensation Insurance Policy to the department for the labour engaged within 7 days from date of issue of letter of award and before start of the work. The date of commencement of work shall be after 7 days from date of issue of letter of award. The contractor will not be permitted to start the work, if the contractor fails to submit the said insurance to department then NHPC Ltd in such case shall obtain insurance under compensation Act. At the risk and cost of contractor. The contractor may obtain WC insurance policy from National Insurance Company/Oriental Insurance Company/ New India Assurance Company/any other reputed insurance company.
11. No accommodation, electricity and water connection shall be provided by NHPC Ltd. to contract labour. The contractor has to make arrangement its own. Nothing shall be paid extra in his account.
12. Contractor shall ensure that all the applicable labour laws are strictly complied with. Any failure on the account shall be the sole responsibility of the contractor. Contractor shall obtain necessary labour clearance certificate from the office of the The Assistant Commissioner Deptt. Of Labour, Govt. of India. The contractor shall furnish labour Licenses issued from the Deptt. Of Labour, Govt. of India to contract to department within 15 days from date of commencement of work.
13. The Corporation reserves the right to cancel /amend the contract/scope of work wholly or partly without assigning any reason what so ever. However, the contract can be terminated at any time giving seven days' notice.
14. The contractor shall ensure to pay minimum wages of labour as applicable Government of India notification issued by Ministry of Labour & Employment New Delhi from time to time, Reimbursement for increase in minimum wages will be made to the contractor only on submission of proof of documentary evidence regarding payment to labour. However, no contract profit & overhead will be paid to such reimbursement due to increase in minimum wages.
15. It shall be mandatory on the part of contractor to release timely payment and full payment to the workforce engaged through A/c payee Cheque/ECS. Proof of Bank Account for the workforce shall have to be submitted to the EIC in each RA bill for facilitating release of RA bills.
16. The contractor is responsible for insurance of each workman engaged by him for the said contract. In the event of any accident during the course of engagement, the contractor alone shall be responsible for paying compensation etc. and other obligations under the employee's

compensation Act. 1923 or otherwise.

17. The contractor must insure each workman engaged by him for the said contact period through Pradhan Mantri Suraksha Bima Yojana.
18. MEDICAL INSURANCE cum Workmen Compensation Insurance CHARGES: The medical insurance cum workmen compensation insurance charges shall be reimbursed to the contractor on actual expenditure (Maximum 3.29% of Rs.21000 per labour per month + GST) after submission of original documents.
19. Any change (deployment/removal/replacement) in deployed contract labour during the contract period should not be done without prior intimation & submission of requisite documents to the EIC.
20. The contractor will obtain labour licence/registration (as applicable) for the said work at his own cost within the contract period without any fail.
21. In the event of any mishappening/injury to contract labour or loss/damage to the property of NHPC Ltd., contractor shall be liable for the same.
22. If the contractor collects any money from the contract staff deployed by the firm for whatsoever the reason, then the same amount will be recovered from the corresponding RA Bill to refund to the same workman.

E) Other terms & Conditions:

23. **EPF:** UAN numbers shall be given to all labours and same may be maintained properly. The PF contributions (employers and employee) of the each and every engaged labour shall be deposited separately. The RA Bill /Final bill will not be released to the firm/contractor if the contractor fails to deposit the PF contribution to the engaged labour separately.

24. **Safety:** The work shall be carried out strictly adhering to all the safety norms as per NHPC Safety Rules and therefore Contractor shall have to ensure safety of all the workman engaged by them while working. The Contractor shall provide & make all necessary gadgets for safety of his deployed workmen. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his workmen or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the contractor. The insurance charges of the workmen shall be borne by the contractor. The Contractor shall be responsible for safety of all workmen employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

    Contractor shall ensure observance of safety norms by his workers applicable at the power station. Contractor/Contractor's supervisor shall ensure use of safety belt wherever required. Contractors shall be held responsible for non-compliance of safety norms by his workers and action shall be taken as deemed fit by NHPC management.

    The contractor service personnel must have valid company identity cards provided and duly signed by the Contractors for identification purpose. The contractor’s employees shall always keep their identity card (Provided by contractor) with them during working hours.

    The Contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Labourer, payment vouchers, attendance register, Leave and Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the Contractor

shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.

The contractor has to submit details of all workers (Name, Educational Qualification, address, UAN No, Copy of Aadhar Card, Mobile number, Bank saving account number etc.) deployed by him to the EIC.

Police verification of all the contract workers shall be done by the contractor before start of the contract.

The contractor will be responsible for the good conduct of his employees. In case of any misconduct or misbehaviour or intoxication condition by his employees, suitable action shall be taken as per the direction of Engineer-In-Charge including but not limited to replacement of the manpower immediately and further any losses/damages occurring on their part due to accident, mishappening then the liabilities, responsibility and risk shall be borne by the agency and department (NHPC Ltd.) will not bear anything on this account. All the workers engaged by the contractor are subjected to Security check while entering and leaving the premises.

25. The contractor shall ensure that all labour engaged by him must wear and display colour photo identity card/employment card issued by the contractor.

26. Contractor should not deploy a person below the age of 18 years and above the age of 60 years. During the execution of the work, the agency shall be totally prohibited to engage any labourers whose age is less than 18 years and more than 60 years.

27. The contractor or his authorized representative/ supervisor should be available for taking daily instruction for the job within the available manpower.

28. Manpower may be deployed in the shift as per requirement including night shift. In view of above; contractor has to ensure the availability of manpower in night shift with no extra claim such as night shift allowance.

29. The workman to be engaged shall be exclusively on rolls of contractor. They shall have no right in any way for direct or indirect employment in NHPC Limited. During the currency of contract and after its expiry/ termination, employee of the contractor who has ever worked under this contract will have no right for direct or indirect employment of NHPC Limited. The workmen shall be qualified/experience/ well versed in similar nature of work.

30. The contractor shall have to take the approval of Engineer-In-Charge (EIC) before deployment of any worker. Further, the contractor shall also have to take prior consent from the EIC in case of any replacement/changes in deployment of manpower under the contract.

31. Contractor shall ensure that all the applicable labour laws are strictly complied with. Any failure on the account shall be the sole responsibility of the contractor. Contractor shall obtain necessary labour clearance certificate from the office of The Assistant Commissioner Deptt. of Labour, Govt. of India. The contractor shall furnish labour Licenses (if required) issued from the Deptt. of Labour, Govt. of India to department within 15 days from date of commencement of work.

32. The corporation reserves the rights to increase/decrease/delete the scope of work without

assigning any specific reason.

33. Any GST Liability on account of Liquidated damages shall be borne by the Contractor.

34. The Corporation reserves the right to cancel /amend the contract/scope of work wholly or partly without assigning any reason what so ever. However, the contract can be terminated at any time giving thirty (30) days' notice.

35. **The Contractor shall ensure fulfilment, conformance, observance and compliance of all state-specific laws, rules, regulations, policies etc. related to the work.**

36. **Mapping of Aadhaar with PAN number:** As per Income Tax Act non seeding the PAN with Aadhaar Number will attract TDS @ 20 % instead of 1% for individuals and 2 % for companies. As such, the successful bidder should map the Aadhaar Number with their PAN number before start of execution the work.

37. **The successful bidder may ensure timely deposition of GST as applicable & claimed in each bill from time to time in B2B mode.**

F) Termination of Contract:

(i) If Engineer-in-charge is not satisfied with the performance of the Contractor, the Work orders may be terminated at any time without assigning any reason by giving thirty (30) days' notice. Further, NHPC Limited will have the right to terminate the contract by giving thirty (30) days' notice due to various default i.e. major breakdown, accidents due to negligence on part of contract workmen, failure to attend breakdown, disobedience etc. in such cases full performance guarantees shall be forfeited by NHPC limited. For this purpose, decision of Engineer-in-charge is final and binding on all the parties of this agreement.

(ii) NHPC Limited has right for closure of the contract at any time by giving thirty (30) days' notice to contractor. The decision of EIC shall be final and binding for closing of contract and for which NHPC Limited shall not entertain any claim.

G) JURISDICTION: All the legal matter will be under the jurisdiction of competent Courts in the State of Manipur.

For & on behalf of NHPC Ltd.

Sd/-
GSM (E&C),
Procurement Division,
NHPC Ltd., Loktak Project.
E-mail: - pnc-loktak@nhpc.nic.in

SECTION – IV

SCHEDULE OF QUANTITIES & PRICES

Section – IV

Schedule of Quantities & Prices

Name of the work: Regular dewatering , water lever monitoring of Shaft near slide zone & AB-11 and clearing of weeds along Penstock at Loktak Project NHPC Limited for a period of two 02 year.

Sl. No.	Description	Unit	Quantity	Rate including GST (Rs.)	Amount including GST(Rs.)	Remarks
1.	Provision for labour and other charges for performance of work as per scope of work.	Months	24	3,43,475.28	82,43,406.8	Fixed
2	Provision of Liveries as per clause C) of SCC	Annum	2	49,000	98,000	Fixed
3	Provision of towards PMJJBY [+PMSBY]Scheme	Annum	2	6,384	12,768	Fixed
4	Contractor's Profit & Overhead Charges	Service charge amount should be inclusive of GST[minimum 3.85% of (1+2+3) or higher]				
5	Total amount (1+2+3+4) in Rs.					**Total amount to be quoted online (on GeM portal) only.**

Note:

The bidders shall read terms & conditions of the Tender Document carefully before quoting their rate.
Following may also be kept in view while quoting rates: -

1. The "contract price" shall mean the total price quoted on GeM portal.
2. The basic minimum wages for Skilled Category is ₹781 and for Un-skilled is ₹556 respectively.

3. The bidder has to quote for Total Contract Price (Inclusive of all taxes & duties) only against the estimated price i.e. ₹ 89,28,867 /- and not for the individual items of this schedule of quantities & prices. The above is for illustration purpose only.

4. The bid has been created with floor price (minimum value) selected by the buyer on GeM portal. Service providers/bidders are advised to quote keeping in view the minimum floor value/Price.

5. Bidder has to quote the rate inclusive of all applicable taxes & duties in Rupees (INR).

6. The Example calculation as per SCC (Section-III) is enclosed as Annexure-AA for ready reference of the bidders for quoting the rates on GeM Portal.

(Signature & Stamp of the Bidder)

Annexure-AA

Example calculation for quoting the rates by the bidders on GeM Portal

Item No.	Descriptions of Item	Labour Category	Unit	Qty.	Month Days	Wages Per Day	Amount (Rs.)
1	Regular dewatering, water level monitoring of shafts near slide zone AB11 and clearing of weeds along Penstock, Loktak Project, NHPC Ltd. for the period of two (02) years	Skilled	No.	1	26	781	20,306.00
		Un-Skilled	Nos	13	26	556	1,87,928.00
2	**Total Wage (Basic + VDA) per Month**						**2,08,234.00**
3	Total monthly wage (Basic + VDA) restricted to wage ceiling of ₹15,000/- as per para 26A of EPF Act 1952						2,02,928.00
4	Add EPF@8.33%, EPS@3.66%, EDLI@0.5% & Admin. Charges@0.5% (Total 13% on Item No. 3)						26,380.64

5	Employee Compensation Insurance & Mediclaim Insurance Premium together with max. limit upto @3.29% of (Basic+VDA) of ₹21,000/- (Mediclaim Insurance Policy for Contract Labour and his/her dependent family members)		9,672.60
6		**Sub-Total (A) (Sl No. 2+4+5)=Rs.**	**2,44,287.24**
7	Bonus	8.33% of (Basic +VDA). Calculated on ₹ 7000 or Minimum Wage, whichever is higher, subject to wage ceiling of ₹21,000 as per statute	17,345.89
8	Leave	5% of (Basic +VDA) Applicable for contracts having vaildity of 240 days or more	10,411.7
9	Gratuity	4.82% of (Basic +VDA) Applicable for contracts having vaildity of 240 days or more	10036.87
10	National Holidays	0.96% of (Basic + VDA)	1,999.05
11	Conveyance	500 PM i.e. 500X14	7,000.00
12		**Sub-Total (B) =Rs.**	**46,793.56**
13		**Sum Total of Sub-total A+B (i.e. Financial Benefit to Contract Labour)=Rs.**	**2,91,080.8**

14	Contractor's Profit & OHC (In compliance of Office Memorandum vide No. F/1/2023-PPD dated 06.01.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India, Minimum Service Charges in the procurement of Manpower Outsourcing Service has been fixed as 3.85% (3% Profit plus 0.85% transaction charges)	3.85% on (Basic +VDA) restricted to present wages ceiling of ₹ 15000/- only	7,812.73
15	**Total FI including Financial Benefit to Contract Labour & minimum service charge i.r.o. Contractor's Profit & OHC = Rs.**		2,98,892.73
16	Add GST @ 18 % on Sl. No. 15= Rs.		53,800.69
17	**FI per Month (Sl No. 15+16)=Rs.**		**3,52,693.42**
18	**FI per Annum (12 X Sl. No.17)=Rs.**		**42,32,321.05**
19	Reimbursement PMJJBY @ per annum	₹436 for each worker (436 X 14)	6,104.00
20	Reimbursement PMSBY @ per annum	₹20 for each worker (20x 140)	280
21	Liveries	₹3500 Per Annum (3500 X 14)	49,000.00
22	**Gross FI per Annum (Sum of Sl No. 18 to 21) = Rs.**		**42,87,705.05**
23	**Gross FI for 02 years = Rs.**		**85,75,410.07**
24	**Minimum Floor Price for Item No. 1 of tender=Rs.**		**85,75,410.07**
25	**Lump sum Quoted Price by Bidder on GeM Portal = Rs.**		**X**

26	X shall be equal to or more than minimum set price i.e. [including Minimum Service Charges, 3.85% (3% Profit plus 0.85% transaction charges)] Rs.85,75,410.07/-	
	Quoted Amount by Bidder in Rs.X Only	

Note:

1. **The monthly wage and other components shall be as follows:**

(a) Basic plus VDA as notified by central government time to time. VDA is revised twice in Financial Year i.e. on 01st April and 1st October.
(b) EPF @ 8.33% & EPS @3.66% of Basic + VDA restricted on wage ₹15,000/- (wage as revised in EPF Act, 1952/ Scheme time to time).
(c) EDLI at the rate 0.5% of Basic + VDA restricted to ₹15,000/-.
(d) Admin charges at the rate 0.5% of Basic + VDA restricted to ₹15,000/-.
(e) Employee Compensation Insurance & Mediclaim Insurance Premium together with maximum limit upto @ 3.29% of Rs 21000/- per individual contract labour per month (Mediclaim Insurance Policy for Contract Labour and his/her dependent family members).
(f) Bonus at the rate 8.33% of (Basic + VDA) calculated on ₹7000/- or Minimum Wage, whichever is higher, subject to wage ceiling of ₹21,000 as per statute.
(g) Leave component at the rate 5% of (Basic + VDA) applicable to contracts having validity of 240 days or more (@ 12 days on 240 days considering continuous service of one year as defined under the relevant statutes).
(h) Gratuity at the rate 4.82% of (Basic + VDA) applicable for contracts having validity of 240 days or more.
(i) As the contract workers are also required to work on the National Holidays a component in this respect is added at the rate 0.96% of Basic + VDA.
(j) Conveyance @ ₹500/- PM
(k) If retrenched or terminated from the services; Retrenchment Benefits as per the actuals prescribed under the statute at the rate of wage for 15 days for each completed year of service and part thereof in excess of 06 months, for contracts having validity of 240 days or more. This has not been made component under the proposed wage as it is applied on the termination of services.

2. **General Terms and Conditions for above are as follows:**

(a) Over Head Charges including Contractor Profit upto 10% on Basic + VDA restricted to wage ceiling of ₹.15000/- (as notified in EPF Act, 1952 / Scheme) has been considered in the estimate; provided that, the provisions of overhead charges shall be given effect from all subsequent R &M / Service contracts.
(b) In case of Central Government Notification, escalation in Minimum Wage time to time and accordingly change in EPF Contribution, EC / ESI, Bonus, Leave, Gratuity, Retrenchment Benefits etc the same shall be reimbursed.
(c) Reimbursement towards PMJJBY @ Rs 436/- per annum per worker (or as applicable time to time) and PMSBY @ Rs 20/- per annum per worker (or as applicable time to time) to be made on submission of supporting documents by the Contracting Agencies. Taking PMJJBY and PMSBY in respect of all deployed contract workers shall be mandatory and to be insisted by concerned EICs to be kept in limit of PO.
(d) GST as applicable shall be additional.

(e) In case contract period is less than 240 days, national holidays @ 0.32 for each NH to be taken. Leave benefit, retrenchment benefit to be excluded in such cases.

(f) The Contract Period shall be for a fixed period of 02 (two) years extendable by 01 (one) year on existing rates as per the terms and conditions of tender document/ GeM GTC.

(g) A lump sum amount of Rs.3500 per head per annum shall be reimbursed against suitable documents to the service provider towards Uniform / Liveries (Tentative break-up as under).

Sl. No.	**Items**	**Quantity**	**Tentative Amount (in ₹)**
1.	Saree/ salwar suit (for female) Pant & Shirt (for male / female)	Two Pairs	1500
2.	Shoes & Socks	One Pair	900
3.	Sweater/Jackets / Coat	One	600
4.	Rain Coat	One	500
	Total		**3500**

(Signature & Stamp of the Bidder)

FORM – H

MEMORANDUM OF SETTLEMENT UNDER SECTION 18 (1) OF INDUSTRIAL DISPUTES ACT, 1947 READ WITH RULE 58 OF INDUSTRIAL DISPUTES (CENTRAL) RULE 1957

SIGNED ON

_____ (Day) of _____ (Month) 2023

At _____ (Name & Address of the PS/ Project/ Unit) _____

NAME OF THE PARTIES

Employer (Contractor)	Contract Workers / Labour

MEMORANDUM OF SETTLEMENT

1. COVERAGE – The Memorandum of settlement shall cover and be applicable to all the worker / labour of M/s _____ (Contractor) drawing wage as per the minimum wage notified by the appropriate government, including those who join on later date to this settlement during the validity of the present R&M / Service Contract (details given hereunder) or extension thereof.

2. The M/s _____ (Contractor) has been awarded Contract by _____ (name of the Power Station/ Project/ Unit) _____ vide

(To be signed by both the parties on each page)

LOA No _____ Dated _____for execution of _____(name of the work) _____ valid for the period from _____ to _____.

3. **Duration of Settlement:** From _____ to _____ and it includes any further period of extension of the ibid Contract.

4. **Wage & Financial Benefits:**

(a) Whereas, the wage, financial Benefits & other benefits for Contract Worker / Labour for in the establishment of NHPC limited has been notified vide NHPC Limited Office Order No 60/2023 Dated 31.08.2023 which includes Minimum Wage notified by Central Government, VDA, EPF, ESI/EC and Bonus, Gratuity, Leave Wage, National Holiday Wage, liveries, additional Insurance coverage over & above minimum wage.

(b) In a conducive, friendly and harmonious environment on mutually agreed terms and conditions; the wages, financial and other benefits, etc notified by NHPC as above, we are accepting the wages, benefits, terms & conditions of NHPC notified vide Office Order No 60/2023 Dated 31.08.2023.

(c) It is also undertaken that we will not resort to any strike, unfair labour practices or otherwise to unproductive/ hamper / sabotage / slow down, etc. the activity / work / services of the company/ projects / power stations / units.

5. This agreement is full & final settlement of all the demands and issue for the purpose of wages, financial benefits or otherwise.

6. Payments / recoveries of all other allowances, benefits, etc. and other statutory deduction, etc will continue to be made on the basis of the rules, terms & Conditions, as applicable.

7. The Employer (Contractor) and the worker / Contract Labour agree to implement the Agreement earnestly in good faith.

(To be signed by both the parties on each page)

Signature of Parties

Witnesses: (Two independent witnesses)

Signature	**Signature**
Name (in Capital letter):	Name (in Capital letter) :
Address:	Address:

Signed in presence of Representative of Shri _____, Designation _____, NHPC Limited, _____Address of _____ PS/Proj/Unit

Copy to:

1. The Secretary, Ministry of Labour & Employment, _____
2. The Central Labour Commissioner (Central), _____
3. The Regional Labour Commissioner (Central), _____
4. The Assistant Labour Commissioner (Central), _____

(To be signed by both the parties on each page)