

NHPC LTD.
(A Govt. of India Enterprise)



**SIMPLIFIED FORM OF TENDER DOCUMENT
FOR HIRING OF SERVICES**

**Name of Work: Providing assistance for cleaning of trash and operation of TRCM
at HM Barrage, Tanakpur Power Station.**

Estimated Cost: ₹ 30,46,290/- (including GST)

Completion Period: 5 months

**(Note - In case of any discrepancies, Buyer's i.e., NHPC formulated Terms and
conditions shall prevail)**

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

SECTION – I
INSTRUCTIONS TO BIDDERS (ITB)

SECTION-I: 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 **"Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station"** as set-forth in the specifications. The bid will be received, opened and evaluated online in electronic form through GeM portal i.e. <https://gem.gov.in> 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 Techno-commercial Bid and Price Bid to be submitted online at GeM Portal <https://gem.gov.in>. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using registered GeM user ID. The instructions for Seller's registration, User creations, Bid Participation Manual are available on GeM Portal under Training Module.

1.4 ASSISTANCE TO BIDDERS:

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

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

2.0 Eligibility Criteria for Bidders

2.1 The bidders must fulfill the following minimum Qualifying Criteria: -

2.1.1

- a. Contractor should have valid registration certificate/ Trade license certificate/ Enlistment certificate/ Incorporation certificate of appropriate category from PWD/CPWD/MES/Railway or any other state or central Govt. agency or Public Sector undertaking/ Govt. deptt. / Statutory body.
- b. To qualify for award of the Contract, each bidder should have in the last seven years (ending with last day of previous month from the date of issue of NIT) satisfactorily completed, as prime contractor at least one similar work equal in value to 80% of the estimated cost of work or two works equal in value to 50% of the estimated cost of work or three works equal in value to 40% of the estimated cost of works, i.e. **at least**

one similar work equal in value to 80% of the estimated cost of work (i.e. ₹24,37,032/-)

or

two works equal in value to 50% of the estimated cost of work (i.e. ₹15,23,145/-)

or

three works equal in value to 40% of the estimated cost of works (i.e. ₹12,18,516/-), for which the bid is invited.

Similar work shall mean: - “Any type of service contract (manpower deployment work)”.

Experience certificate issued by the employers must be indicating satisfactory completion and satisfactory performance of that particular work. The bidders will furnish the duly experience certificates. Sub- Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. Experience certificate/ completion and satisfactory performance certificate and copy of letter of awards issued by the State/ Central Deptt./ PSU's/ Private sector Company may be submitted on line in support of meeting the qualification criteria. In case of experience certificates submitted by the bidder, is of Private Sector Company/firm, then copy of TDS certificate(s) is also required against executed work for which the certificate has been issued.

- c. Such other certificate as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.
- d. All bidders who are Class-I/Class-II Local Supplier under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 or as amended from time to time. In this regard bidders must submit undertaking as per Annexure-XI.
- e. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the competent authority as per Order No. F.7/10/2021-PPD(1) dated 23.02.2023 (or its subsequent revisions/amendments). Bidder must submit

undertaking as per Annexure -XII.

All necessary supporting documents shall be submitted with Technical Bid.

2.1.2 All Startups (whether MSEs or otherwise), registered for similar nature of work and falling within the definition as per Gazette notification no. GSR 127 (E) dated 19.02.2019 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting the quality and technical specification for which necessary documents shall be submitted by such bidders. However, in case of circumstances (Like procurement of items related to public safety health, critical security operations and equipment etc.) where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities, such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience /turnover for the startups.

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

(Note: Udyam registration (Major Activity-Service) shall be the ONLY valid MSME registration document).

2.1.4 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.

2.1.5 Each bidder must also produce with their Bid- PAN, Goods & Services Tax Identification No. (GSTIN), EPF Registration No., ESI registration & Copy of ITR of previous year.

2.1.6 The Bidder should not have been banned/ de-listed/ black listed/ debarred from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact [if applicable], ITB Clause 9.0. *Bidder must submit Self-declaration as per Annexure -XIII in this regard.*

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

~~2.1.8 Zero amount should not have been quoted for any of the item of the schedule and quantities of the bid. If it is found so the participation may be liable for debarred for up to 03 years for bidding in any future tender of Tanakpur Power Station, NHPC Limited, Banbasa. This will be regulated as per Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact [if applicable], ITB Clause.~~

2.1.9 Self-declaration/undertaking in this regard is to be submitted as per enclosed Annexure-X

3.0 Cost of bidding document:

- ~~3.1 Complete bid document can be viewed and downloaded from NHPC Limited website www.nhpcindia.com and Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The bidder will be required to submit a non-refundable fee of **Rs/- (Rupees Only)** in the form of Crossed Demand Draft in favour of “**NHPC Limited**” payable in favour of “**NHPC Limited, Tanakpur Power Station**” payable at **S.B.I. Banbassa, Code- 8489**) towards the cost of bidding document. The bidder shall fill the Cost of bidding document details online and submit DD to Tender Inviting Authority i.e. “[**Sr. Manager (Contracts), NHPC Ltd., TPS, Banbassa-262310, Telephone No : 05943-263050 Email: nhpcthps@hotmail.com**] on or before the date as specified in NIT~~
- ~~3.2 Micro and Small enterprises (MSEs) 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 Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the cost of bidding document. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, for the goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~
- ~~3.3 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.~~
- 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 **₹61,000/- (Rupees Sixty-One 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 in favour of “**NHPC Ltd., Tanakpur Power Station**” payable at **S.B.I. Banbassa, Code- 8489**) or in the form of a Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma (annexed as “Annexure-I” hereto) or irrevocable Insurance Surety Bond valid for a period of 90 days beyond the validity period of the bid issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in the prescribed format (Form of Insurance Surety Bond annexed hereto). Earnest Money if submitted by the Bidder in the form of Bank Guarantee/ Insurance Surety Bond, the original Bank Guarantee / Insurance Surety Bond shall be submitted along with the bid, valid for a period not less than 90 days beyond the validity period of the tender. Failure to do so may prevent a tender from being considered.~~

EMD in hard copy should reach to P&C Division, NHPC Ltd., Tanakpur Power Station, Banbasa (Uttarakhand)-262310 within 5 days of opening of tender and copy of the same

should be uploaded online.

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 Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Bid Security / EMD.

Note: Udyam registration (Major Activity-Service) shall be the ONLY valid MSME registration document.

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 Notarized 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 or a photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive and returned unopened to the bidders.

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

Note: Only those Micro & Small Enterprises (MSEs) / Start-ups will be given benefit, which has valid certificate for the services covered under this tender. UDYAM Registration Certificate issued with major activity as Trading shall not be considered for exemption as per Public Procurement Policy for MSMEs, 2012 or as amended from time to time.

Exemption from furnishing of Bid Security / Earnest Money Deposit (EMD) is allowed for the bidder as mentioned in GeM GTC as applicable from time to time.

No other bidders are exempted from furnishing Bid Security (as per Annexure III)/EMD-except as mentioned elsewhere in the document.

In case of submission of EMD and Security Deposit for Performance in Form of DD/BC/Online payment "Bidders shall communicate the following bank details of Tanakpur Power Station to the issuing Bank:

Name of the beneficiary: Tanakpur Power Station, M/s NHPC Ltd.

Account No.: 00000011595322053

IFSC Code: SBIN0008489

Address of the Bank: THEP Banbassa (08489), Banbassa, Distt: Champawat, Uttarakhand- 262310.

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

Name of the beneficiary: NHPC Ltd Account No.: 10813608692

IFSC Code: SBIN0017313

Address of the Bank: SBI CAG-II New Delhi

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

- 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 notarized 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**.

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-

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 Proforma (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,

Sl. No.	Nomenclature for IEM	Name of IEM
i)	IEM-II	Shri Prabhash Singh
ii)	IEM-III	Shri Upendra Malik

Have been appointed as an Independent External Monitor (IEM) by the owner. The Contact Address of IEM is as under: -

- i) Shri Prabhash Singh –ITS (Retd.), E7, M702, Housing board colony, Arera colony, Bhopal, Madhya Pradesh-462016.
Email- srgmhrbpl@gmail.com
- ii) Shri Upendra Malik-B-108 NSG Society Plot no 2 Pocket -6 Builders Area Greater Noida-201315
Email- 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 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.

11.0 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 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, conditionality 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 towards Bid Security / EMD, Power of Attorney, 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 as per Schedule of Quantities & Prices.
- 11.5** All applicable taxes, duties and levies as mentioned in 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 subtotal and the total price, the unit or subtotal 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.

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.
- 12.7** Bidders while participating in a bid should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as non-responsive, except in case of Single Packet Bidding.
- 12.8 Regarding Buyer Verified MSE Option in Technical Evaluation Page in GeM Portal:**
- i) As per GeM Portal recent important updates / key changes / notifications; Buyer Verified MSE tag has been removed from the Technical Evaluation page. Going forward, Buyer verification of MSE will no longer be applicable in the system. Now, MSE verification will be

carried out based on the Bidder's active MSE profile, and users with valid MSE registration will have the option to upload supporting MSE documents in the services bids.

- ii) Buyer will get option to view the document that has been uploaded by the Bidder. Buyer will not have option to make any action on the MSE part. Rest Seek Clarification and qualification /disqualification will be applicable as per the Bid Flow.
- iii) Buyer Verified MSE will not be available for Service Bids from now onwards.
- iv) MSE details will be checked by GeM Portal System and verified directly from the Bidder/Seller's profile.
- v) Only Bidders with an active MSE in their profile will get the option to upload MSE documents during participation.

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:
- (b) "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
- (c) "fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
- (d) "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
- (e) "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;
- (f) 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.
- (g) 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.
- (h) 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 on which Banning of Business Dealings can be initiated are as follows:
- i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
 - ii) 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;
 - iii) 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;
 - iv) 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;
 - v) 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.;
 - vi) 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.
 - vii) If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
 - viii) 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;
 - ix) On any other ground upon which business dealings with the Agency is not in the public interest.
 - x) 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:

~~Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Cost of bidding document. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favors, for the tendered goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~

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 Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Bid Security deposit/ EMD.

They should furnish with the Bid a Notarized copy of the valid registration certificate/ ~~Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, for the goods/ services covered under this Tender document. No other bidders are exempted from furnishing Bid Security/ EMD as mentioned above. Bids received unaccompanied by either an acceptable Bid Security / EMD or a Notarized copy of valid certificate of registration stated as above shall be rejected as being non-responsive.~~

Note: 1. Udyam registration (Major Activity-Service) shall be the ONLY valid MSME registration document.

2. Only those Micro & Small Enterprises (MSEs) will be given benefit, which has valid certificate for the services covered under this tender. UDYAM Registration Certificate issued with major activity as Trading shall not be considered for exemption as per Public Procurement Policy for MSMEs, 2012.

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 Udyog Aadhar Memorandum 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 or as amended from time to time for enhancing the Govt. Procurement from MSE.

Out of 25% target of annual procurement from MSEs, a sub target of 4% (i.e. 25% out of 25%) 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 the total annual procurement from MSEs 3% from within the 25%target shall be earmarked 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.

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

Check List

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

S I. N O.	Document Required	Action required	Submitted Please tick (✓)
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 [if applicable], ITB Clause no. 9.0 of tender document on Company's Letterhead as per format.	To be uploaded online.	
2.	Cost of Bidding Document	To be submitted in hard copy and uploaded online.	
	(i) DD amounting to Rs. 590/-		
	Or		
	(ii) Notarized copy of valid Certificate towards exemption of Cost of bid document.		
3.	Bid Security / EMD	To be submitted in hard copy and uploaded online.	
	(i) DD/BC Amounting to ₹61,000/-		
	or		
	(ii) In case of Bank Guarantee, Amount ₹61,000/-, strictly in the format & validity as per tender document or Insurance surety bond		
	Or		
	(iii) Notarized copy of certificate towards exemption of EMD		
4.	PAN , GST Registration, EFP Registration, ESI Registration	To be uploaded online	
5.	Notarized power of attorney of the signatory of the Bid	To be uploaded online	
6.	Integrity Pact Annexure-II along with Annexure-A to Integrity Pact & its Appendixes	To be uploaded online duly filled in	
7.	Details of Past Experience Annexure-IV	To be uploaded online duly filled in	
8.	Bid Proforma Annexure-V	To be uploaded online duly filled in	
9.	ECS Form Annexure-VI	To be uploaded online duly filled in	
10.	MSME declaration as per Performa Annexure-VII	To be uploaded online duly filled in	
11.	Declaration Regarding Applicability of Start-Ups Annexure-VIII	To be uploaded online duly filled	

		in	
12.	Declaration as per Annexure-IX of ITB	To be uploaded online	
13.	Declaration as per Annexure-XI of ITB	To be uploaded online	
14.	Declaration as per Annexure-XII of ITB	To be uploaded online	
15.	Declaration as per Annexure-XIII of ITB	o be uploaded online	
16.	Declaration for not quoting Zero amount for any of the item of Schedule of Quantity and prices as per Annexure-X of ITB	To be uploaded online	
17.	Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)	To be filled online strictly in Financial bid only	

THREE KEY INSTRUCTIONS for BIDDERS

Note: The following ‘**THREE KEY INSTRUCTIONS for BIDDERS**’ must be assiduously adhered to: -

- i) Register your Organization on GEM Portal well in advance of tender submission deadline.
- ii) Get your Organization’s concerned executives trained on GEM well in advance of tender submission deadline.
- iii) 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: [amount], for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

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

CONDITIONS of this obligation are the following:

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of bid validity specified by the Bidder. Or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 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.

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

Witness

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

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

.....
(Name)

.....
(Official Address)

Communication address of the Bank Name of the contact person

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

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 _____ "Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. **GeM Bid No.** _____

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

NOW, THEREFORE,

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

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

Enabling the Bidder(s)/ Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain

from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 COMMITMENTS OF THE EMPLOYER:

- 1.1** The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/ Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2** The Employer will, during the pre-contract stage, treat all the Bidders/ Contractors alike, and will provide to all the Bidders/ Contractors the same information and will not provide any such information to any particular Bidder/ Contractor which could afford an advantage to that particular Bidder/ Contractor in comparison to other Bidders/ Contractors.
- 1.3** All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

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

The Bidder(s)/ Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves 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 undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The Bidder(s)/ Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The Bidder(s)/ Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of

the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/ stake in the Bidder(s)/ Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/ Contractor at the time of filling of tender.

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

- 3.13** The Bidder(s)/ Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.14** The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.15** In case of sub-contracting, the bidder/principal Contractor shall take the responsibility of the adoption of IP by the Sub-contractor.

4.0 PREVIOUS TRANSGRESSION:

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

5.0 EARNEST MONEY (SECURITY DEPOSIT):

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

6.0 SANCTIONS FOR VIOLATIONS:

- 6.1** Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/ Contractor. However, the proceedings with the other Bidder(s)/ Contractor(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/ Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/ rescission and the Employer

shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/ Contractor.

- (iv) Deleted.
- (v) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (vi) Deleted.
- (vii) To debar the Bidder/ Contractor from participating in future bidding processes of NHPC Limited as per provisions of “**Guidelines on Banning of Business Dealings**” of NHPC Limited (**Annex-A**), which may be further extended at the discretion of the Employer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/ Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/ operated.
- (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/ Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/ Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7.0 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 project/ procurement, including minutes of meetings. The right to access records should only

be limited to the extent absolutely necessary to investigate the issue related to the subject tender/ contract.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he 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 Project documentation of the Employer including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-contractor(s) with confidentiality. The monitor has also signed declaration on 'Non-Disclosure Agreement and of 'Absence of Conflict of interest arising at a later date the IEM shall inform CMD NHPC and recuse himself /herself from that case.

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

7.8 The Monitor will submit a written report to the CMD, NHPC 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 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.

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

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

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

12.0 The Parties hereby sign this Integrity Pact as part of the contract at _____on____and parties concerned are bound by its provisions.

For & on behalf of the Employer

For & on behalf of the Bidder/Contractor

Employer

Bidder (Authorized Person)

Name of the Officer: Designation:

Name of the Person:

Designation:

Place:_____ Date:___ Witness

1. _____

(Name and address)

Place:_____

Date:_____

Witness

2.____ (Name and address)

1._____

(Name and address)

2. (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 Projects within the awarded value without compromising on quality.

1.2 Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

2.1 NHPC reserves its rights to remove from list of approved suppliers / Contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / Contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the units of NHPC.

2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.

2.5 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

i) **“Agency/ Party/ Contractor/ Supplier/ Bidders/ Vendors”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder/Vendor” in the context of these guidelines is indicated as ‘Agency’.

ii) **“Unit”** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.

iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:

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

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if the investigations are not completed within six months, the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months within which the committee shall conclude the proceedings.

5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of falling in the competency of Executive Director throughout Region and in case of falling in the competency of HOP and below throughout the Project/Power Station and attached liaison offices/units. During the period of suspension, no business dealing shall be held with the Agency.

- 5.3** If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4** It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5** The format for intimation of suspension of business dealing is placed at **Appendix– I**.
- 6.0 Ground on which Banning of Business Dealings can be initiated**
- 6.1** If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2** If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3** If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4** If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5** If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6** If the Agency does not 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 GM and above for works falling in the competency of CMD/ Board of Directors, Chief Engineer/Chief and above for the works falling in the competency of Director/ Executive Director and SM/M with at least one member of the level of Chief Engineer/Chief for works falling in the competency of GM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout NHPC in case of work falling in the Competency of CMD/Board of Directors/Directors, in case of falling in the competency of Executive Director throughout Region and in case of falling in the competency of HOP and below throughout the Project/Power Station and attached liaison office/units. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency. In situation where based upon the gravity of the default, it is decided by the competent authority and the Project/Region to extend the banning to Region/wide NHPC approval of regional ED/Concerned Director as the case may be, shall be obtained.
- 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:
- 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.
 - 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".
 - To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - 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 as established from the circumstances of the case etc.

7.4 Show Cause Notice

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

The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after

considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

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

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

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

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

7.5 Speaking Order

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

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

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact, or due to corrupt or fraudulent practices, the competent authority shall decide on the period of banning on 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 (Six) months and shall not exceed 2 (Two) years the banning would be operative for a period of 3 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

In case the information/documents submitted by Agency in competing for the tender found to be

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

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

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

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

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

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

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

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

case may be.

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

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

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

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

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

.....

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

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

Brief of the default

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

This order shall have the following effects:

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

already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

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

i) Participation of Agency in Joint Venture

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

ii) Banning of joint Venture:

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

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

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

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

d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

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

Yours faithfully,

For & On behalf of NHPC

Note: *Strike out whichever is not applicable*

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

Ref :

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Banning of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dtd..... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) nodt. you have submitted your bid .(strike whichever is not applicable) Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation.

“Brief of the Default may be mentioned”

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

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

This order shall have the following effects:

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

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

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

(ii) **Banning of joint Venture:**

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

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

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

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

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

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

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

Appellate Authority:

Designation:

Address:

Ph. No. e-mail:

Note: *Strikeout whichever is not applicable*

Yours faithfully,

For & On behalf of NHPC

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

ANNEXURE-III

(To be filled and uploaded online)

_____ Bid security declaration format.
_____ (To be furnish by the bidder in lieu of EMD on his letter head)

I, M/s _____ hereby declare that, I have participated
in the tender having N.I.T. No. _____ dated _____, Tender ID:-
-(_____) issued for-

_____. I have read the terms & conditions of said
tender and issued corrigendum (if any) and all are acceptable to me. Further, I also declare that if I happen to
withdraw or modify my bid during the period of bid validity etc., I will be liable for suspension from carrying out
any business dealings in NHPC Ltd., for a time period of two years from date of suspension.

Place:-

Date:- _____ Signature and Stamp 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./HeadOffice
 - 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)
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 : As per GeM Portal
10. Whether furnished & filled all Schedules/ Annexure appended to the tender documents.
11. Goods & Services Tax Identification No. (GSTIN):
12. EPF No:
13. PAN:
14. HSN Code/SAC:
15. Rate of Taxes & Duties

MSE	Start-Up

(To be mentioned HSN/SAC Codes against the items under Scope of Work as per BOQ)
(Mention here only % rates as applicable)

.....%

1. GST

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 BANKACCOUNT _____

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)

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)

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

DECLARATION / UNDERTAKING

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

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

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

(Authorized Representative of Firm)

Annexure-VIII

(to be filled and uploaded online)

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

DECLARATION / UNDERTAKING

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

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

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

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

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

(Authorized Representative
of Firm)

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 filled and uploaded online)

Undertaking

~~"It is hereby declared that zero amount has not been quoted for any of the item of the schedule and quantities of the instant bid. If it is found so, (after opening of price bid) our participation may be liable for debarred for up to 03 years for bidding in any future tender of Tanakpur Power Station, NHPC Limited, Banbasa."~~

~~Signature & Seal of Bidder~~

ANNEXURE-XI

(To be filled by the bidder)

(Format for declaration by the Bidder)

Self Certification

I/ We, M/s _____ (Name of Bidder) hereby certify we have read and understand clause no. 31 of ITB and declare followings:

(a) We have not been debarred by any procuring entities in last two years for violation of Order No. P-45021/2/2017-PP (BE-II) dated: 16th September, 2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India.

(b) The local content of our offer for the work “**Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station**” is _____% and therefore as per clause no. 31 of ITB, we falls under **Class-I Local Supplier/Class-II Local Supplier**. *(Strike out whichever is not applicable)*.

(c) The location (s) where the local value addition is made for our offer for the work “**Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station**”:

1. Location (s)-

(Seal & Signature of Bidder)

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

ANNEXURE-XII

(To be filled and uploaded online)

(To be executed on Letterhead of the Sole Bidder)

(Declaration regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs,2017)

Name of Work: Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station.

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

Place: (Signature of the Authorized Signatory)

Date: **Name:**

Designation

(Official-Seal)

ANNEXURE-XIII

(To be filled and uploaded online)

Declaration regarding banned/ de-listed/ black listed/ debarred
(Self Declaration)

I/ We, M/s(Name of Bidder) hereby certify that I/we have not have been banned/ de-listed/ black listed/ debarred from business on the grounds mentioned in para 6 of Guidelines on banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause 9 of Tender Document 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.

Date :

(Seal & Signature of the Bidder)

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

SECTION – II

CONDITIONS OF CONTRACT

SECTION – II: - CONDITIONS OF CONTRACT

1. PRICES AND TAXES & DUTIES:

- 1.1 Prices shall be Firm and inclusive of all cost of labour, insurance, EPF charges, spares and T&P emergency stock, all Consumables & materials and all applicable taxes & duties including those assessed on the Employer. The Contract unit rates shall also be after taking account the Input Tax Credit (ITC) and other benefits.
- 1.2 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.
- 1.3 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 proportionate to the manpower deployment from the effective date of revision against specific request from the Contractor with documentary evidence.
- 1.4 Contractor shall be liable to extend the statutory benefits as provided under the Employees 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 statutory obligations as applicable.
- 1.5 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~~ 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.
- 1.6 Invoices and other documents submitted by 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.

2.0 CONTRACT PERIOD: Contract period should be of 5 Months from the date of start of work as per LOA / GeM Contract or as intimated by Engineer-in-Charge.

3.0 COMPENSATION:

~~The Contractor shall ensure timely attending of complaints, rectification of faults within~~

reasonable time period or the period specified by the Engineer-in-charge, in case of emergency. Any delay account of contractor/ service personnel, negligence will result as imposing of compensation and the same shall be recoverable from the bill.

The contractor shall provide the **minimum staff** as mentioned below:

Sl. No.	Manpower Description	Nos. of Manpower
1	Semi-skilled	3
2	Un-skilled	17
Total Manpower		20

Otherwise recovery shall be made from the Monthly bills at the rate as follows:—

- a). For Semi-Skilled = (Basic wages as applicable + ESI & other financial benefit) + 10% of (Basic wages as applicable)
- b). For Un-Skilled = (Basic wages as applicable + ESI & other financial benefit) + 10% of (Basic wages as applicable).

4.0 PERFORMANCE SECURITY/ SECURITY DEPOSIT:

Within **28 days** of receipt of Work Order, the contractor shall furnish to the Engineer-in-Charge performance security in the form of Demand Draft/ Bank Guarantee from an Indian Nationalize Bank or any Scheduled Bank in India as per the format appended as **Annexure- A** herewith or Insurance Surety Bond (Annexure-A1) 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 in the prescribed proforma, **for an amount equal to (05) Five percent of the originally awarded contract price** by way of guarantee valid till one month beyond the Contract period as mentioned in the Work Order for the due and faithful performance of the contract along with the other terms and conditions agreed to.

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

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

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in 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 - up to 12 months) or 60-days (for the contracts having time for completion - more than 12 months) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

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

The Contractor shall, at his own cost get the validity period of bank guarantee/ Insurance Surety Bond furnished by him extended from time to time till one month 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.

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.

In case of submission of Security Deposit for Performance in Form of DD/BC/Online payment
"Bidders shall communicate the following bank details of Tanakpur Power Station to the issuing Bank:

Name of the beneficiary: Tanakpur Power Station, M/s NHPC Ltd.

Account No.: 00000011595322053

IFSC Code: SBIN0008489

Address of the Bank: THEP Banbassa (08489), Banbassa, Distt: Champawat, Uttarakhand-262310

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

Name of the beneficiary: NHPC Ltd Account No.: 10813608692

IFSC Code: SBIN0017313

Address of the Bank: SBI CAG-II New Delhi .

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

BG Confirmation.**5.0 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 same shall be compensated by the contractor or else shall be recovered from available payment any monies payable to the contractor

6.0 TERMINATION:

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 right to terminate the contract and can get the work done by another agency at the risk and cost of the contractor.

7.0 Contract Agreement:

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

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:

GSM (Civil), HM-Barrage, TPS 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 there on 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.

The Engineer-in-charge shall within 16 weeks of receipt of the such claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates based on the norms as mentioned in this Clause.

11.0 PAYING AUTHORITY:

Deputy General Manager (Finance), Tanakpur Power Station.

12.0 CONTRACTOR'S RESPONSIBILITY:

- 12.1 Contractor shall ensure that all the labours appointed by him are paid minimum wages as fix by the Centre Government in terms of Minimum wages act and other statutory requirements. it is mandatory that the payments to the labours in presence of the Engineer In-charge or his authorized representative who shall witness the same.
- 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 employees of the contractor, then the later would compensate NHPC with amounts 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 bill/any monies payable to the contractor with overhead charges of 15%.
- 12.3 The contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Labourers, payment vouchers, Attendance Register, Leaves Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the contractor maintains all relevant registers and records as per Contract Labour (R&A) Act, 1970 with upto 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

- misconduct or misbehavior of his employees' suitable action shall be taken as per the direction 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 of the contract. Besides above, necessary coordination, taking instruction from Dept. and supervision of the work shall also be the responsibility of the contractor.
- 12.9 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 company identity cards for identification purpose.
- 12.11 The contractor shall also provide the mobile no. / telephone no. to contact the service personal.
- ~~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 labor (Regulation & Abolition) Act and other relevant Acts and Rules framed there under 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 workmen 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 Workmen Compensation Act, 1923 as amended time to time or in other law for the time being in force and rules there under from time to time and against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may 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 Workmen Compensation Act, 1923, for any injury, disability or death of a workman 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 fulfillment 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 The contractor shall comply with "Contract Labour (Regulation & Abolition) Act '1970" and shall adhere to all prevailing labour laws in vogue from time to time, including minimum wage act Workmen Compensation Act, Payment of Gratuity Act, Employees PF and Miscellaneous Provision Act including FPS-71/ EPS-95, Maternity Benefit Act, Payment of wages Act equal Remuneration Act, Payment of Bonus Act, Industrial Dispute Act, Trade Unions Act child Labour Act, The Factories Act, Inter-state Migrant Workmen (Employment and Condition of Services) Act 1979 etc. and any other Rules, Regulations and Acts in India to which the Corporations may be subjected to.

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 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 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 lifesaving appliances and first-aid equipment in accordance with the requirement of ILO Con 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 8000:2001 and maintain appropriate records in support thereof, and produce for inspection by NHPC representatives as and when called for.

12.20 The Contractor including its subcontractor shall have the registration with EPFO. 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 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 subcontractor shall ensure that the payment is being made to contract workers through bank. The Contractor including its subcontractor should produce the

documentary proof of depositing the EPF to the concerned departments along with monthly bills.

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 subcontractor to the contract workers deployed by him or his subcontractor 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 authorised 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 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 workman 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 legal obligation or otherwise whatsoever it may be.

14.0 INSURANCE: -

The Contractor shall take the Workmen Compensation insurance policy or any other policy 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 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 responsibility under the Contract.

16.0 CONTRACTOR'S SUPERVISION:

The Contractor shall appoint at his own expense adequate number of supervisors/ engineer 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 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 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 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 employee 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 damaged, 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 cause 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 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 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 damage work 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 loss or damage 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 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 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 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 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 more than three months at a time the contractor may serve a written notice on the Engineer-in 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 suspension where it affects part only of the Works as an omission of such part or where it affect 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 ABANDONME 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 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, 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 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 2.0** 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 endeavours 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 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 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 out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension 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 *sue 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

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 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 2.0 and terms and conditions of contract. As soon 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 date of completion. Should the Engineer-in-Charge notice that there are defects in the Work or 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 with in 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 premise fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor 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, 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 requirement any other amount that may be due from the Contractor. Should the expenditure on the afforsaid 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 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 certify 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 amount 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.
- 25.7 Statutory taxes like Income Tax, Work Contract Tax etc. as applicable in the State shall be deducted from payment.
- 25.8 EPF 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.

26.0 PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion 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 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 disallowances 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 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 a 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 in the arbitration award.
- 27.3 If as a result of such audit and technical examination any overpayment is discovered in respect work done by the Contractor or alleged to have been done by him under the Contract, it shall have 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 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 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 determine by arbitrator under Clause 28 hereof, or by the competent court.

28.0 SETTLEMENT OF DISPUTE:

- 28.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or differ after the attempt by the parties to the Contract for amicable settlement as per clause 2 failed, whichever is later, failing which all rights and claims under this Contract shall be to have been forfeited and absolutely barred.
- 28.2 No dispute or difference arising between the parties relating to or in connection with the Contractor shall be referred to arbitration unless an attempt has first been made to settle the same amicably.
- 28.3 **Arbitration:** Except as otherwise provided in Clause 9 herein before, all 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 to arbitration in the provided as hereunder:
- 28.3.1 On receipt of such notice, the Employer shall send to the Contractor a panel of three persons thereafter the Contractor within Twenty-Two (22) days of receipt of such panel, communicate to the Employer the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Engineer-in-Charge of the Employer.
- 28.3.2 Provided that if the Contractor fails to communicate the selection of a name out of the panel forwarded to him by the Employer then after the expiry of the aforesaid stipulated period Engineer-in Charge shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.
- 28.3.3 The Arbitrator to whom the matter is originally referred being transferred or vacating his o being unable to act for any reason, then the Employer shall appoint another person to act as sole Arbitrator in the same manner as provided in clause 28.3.2 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 28.3.4 The award of the Arbitrator shall be final and binding on both parties to the Contract Arbitrator's fees, as well as the cost of Arbitration proceedings shall be borne equally by either party.
- 28.3.5 Irrespective of the amount of claim, the Arbitrator shall give reasons for the award.
- 28.3.6 Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof rules made thereunder and for time being in force shall apply to the arbitration proceeding

under this clause.

28.3.7 The venue of the arbitration proceedings shall be in Delhi or any other suitable and convenient place in India as may be decided by the Learned Arbitrator.

28.3.8 The Language of arbitration proceedings and of all documents and communications between parties shall be English.

28.4 Notwithstanding any reference to the Arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contractor unless they otherwise agree to the contrary.
- (b) the Employer shall pay the Contractor any moneys due to the Contractor

29.0 Training of Apprentice: ~~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."~~

30. ~~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 Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.~~

Annexure-A of GCC

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No.....
Date.....

To,
“NHPC Ltd” NHPC Office Complex, Sector-33, Faridabad, Hariyana-121003 (India)”
Dear Sirs,
In consideration of the “NHPC Ltd” NHPC Office Complex, Sector-33, Faridabad, Hariyana-121003 (India)” (hereinafter referred to as the ‘Employer’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Contractor's Name] with its Registered/Head Office at (hereinafter referred to as the ‘Contractor’, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer’s Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----[Contract sum in figures and words] for[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the Employer.
We[Name & Address of the Bank]having its Head Office at.....(hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*) as aforesaid at any time upto(@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till (+) [days/month/year] whichever is earlier.
The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

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

- i) Our liability under this Bank Guarantee shall not exceed _____(*)_____.
- ii) This Bank Guarantee shall be valid upto _____(+)______.

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before (@)_____

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

WITNESS

.....
(Signature) (Signature)

.....
(Name) (Name)

.....
(Official Address) (Designation with Bank Stamp)/with staff Authority no.
Complete Address of the Bank with Tele-Fax

Notes:

1. (*) This sum shall be Five percent (5%) of the iii). Accepted Contract Amount denominated in the types and proportions of currencies. (@) This date will be Ninety (90) days beyond the issue of Defects Liability Certificate as specified in the Contract. (+) This date will be the date of issue of Defects Liability Certificate.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. First part is the issuing (executant) and Second Party is NHPC Ltd. (beneficiary) Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

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 shall be got confirmed through any Indian Scheduled/Nationalized Bank.

2. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.

3. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

Annexure-B of GCC

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
- 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 works 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 supply, Installation, Commissioning and completion of the said supply 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

In the presence of

1.

1.



FORM-1
Format of Insurance Surety Bond for Earnest Money Deposit
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date: _____

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - a. fails or refuses to sign the Contract Agreement when required, or
 - b. fails or refuses to submit the performance security in accordance with the Tender Documents.

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

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

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

For and on behalf of the Insurance Company

in the capacity of _____

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

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNST MONEY DEPOSIT

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

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

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

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

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

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

FORM-2 (Annexure-A1)

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,

[Employer's Name & Address]

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 upto(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till(+). [days/month/year] whichever is earlier.

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

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company)as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (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 thisday of20_____at.....

WITNESS

.....
(Signature)

(Signature).....

.....
(Name)

(Name).....

.....
(Official Address)

.....
(Designation with Stamp)of Insurance company) /with staff Authority no.

Complete Address of the Insurance Company with Tele-Fax & 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 Ninety (90) days beyond the issue of Defects liability Certificate as specified in the Contract.

(+) This date will be the date of issue of Defects Liability Certificate.

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 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)

SPECIAL CONDITIONS OF CONTRACT (SCC)

कार्य का नाम:- टनकपुर पावर स्टेशन स्थित एच एम बैराज पर ट्रैश सफाई तथा टीआरसीएम के संचालन कार्य में सहायता प्रदान करना। (Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station)

The following special conditions shall be read in conjunction with the corresponding relevant provision made in the General Conditions of Contract/GCC and in case of any discrepancy or variation or contradiction between them, the provision made under these special conditions, shall prevail.

1. Minimum persons required to be deployed for execution of various items of the work shall be as per Annexure-I.
2. Over Head Charges including Contractor Profit upto 10% on Basic + VDA restricted to wage ceiling of ₹15000/- (as notified in EPF Act, 1952 / Scheme); provided that, the provisions of overhead charges shall be given effect from all subsequent R &M / Service contracts
3. For this Contract 130 Days (26 x 5) is to be considered as man-days for each contract workers.
4. In case of Central Government Notification, escalation in Minimum Wage time to time and accordingly change in EPF Contribution, EDLI, EC / ESI, Bonus, Leave, Gratuity, Retrenchment Benefits etc the same shall be reimbursed.
5. In case of any new notification or change in legislation by the Central Government from time to time, the same would be included in preparation of estimate. In case of specific nature of job by way of statutory requirement or by way of requirement like Safety etc., the same may be considered from case-to-case basis.
6. In case (Basic + VDA) are more than Rs. 15000/-; EPF & EDLI component loading will be restricted on ₹5000/- only.
7. Bonus will be calculated on ₹7000/- or Minimum Wage, whichever is higher, subject to maximum ceiling of wage for Bonus ₹21000/-
8. GST as applicable may be additional.
9. 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.
10. A lump sum amount of ₹3500 per head per annum may be reimbursed against suitable documents to the service provider towards Uniform / Liveries (Tentative break-up as under)

S. No	Items	Quantity	Tentative Amount (₹)
1	Saree/ salwar suit (for female) Pant & Shirt (for male / female)	Two Pairs	1,500.00
2	Shoes & Socks	One Pair	900.00

3	Sweater/Jackets / Coat	One	600.00
4	Rain Coat	One	500.00
	Total		3,500.00

11. Tractor Operator should have valid driving license as per Motor Vehicle Act.
12. As this work is carried out in the charged power channel and barrage reservoir, to ensure extra safety measures for the manpower, those who knows swimming in addition to qualifications as mentioned in condition-4 above shall be preferred for engagement in this work.
13. Work will be executed as per instruction/ guidance of engineer-in-charge or his authorized representative.
15. Manpower engaged in this work can also be deployed anywhere in Power Station area of Tanakpur for similar nature work as per direction of Engineer-In-Charge, so the contractor must have the insurance policy The contractor has to provide domicile status and caste of each of the manpower to be engaged for the above work after award but before the start of work.
16. The contractor shall pay wages not less than minimum wages, notified by Ministry of Labour & Employment, Govt. of India, from time to time. However, any increase in statutory charges/ minimum wages by the Central Govt. during the currency of contract, the same shall be reimbursed to the contractor by NHPC.
17. Wages vide Ministry of Labour & Employment, Govt. of India notification No: F.No-1/8(3)/2023-LS-II dated 26.09.2023 and financial benefit to contract workers vide Corporate Office order No: IR-69/Vol-III, PART –I OFFICE ORDER N0- 60 / 2023 dated 31.08.2023 is included in the estimate.
18. The Contractor shall provide the minimum staff for the work; otherwise recovery shall be made from the monthly bills at the estimated/ quoted rate which will be higher.
19. The contractor shall deploy only adult person for the above work and shall abide by all labour laws and shall submit the proof regarding compliance of the same.
20. The Contractor shall have no claim against Corporation in respect of any removal of workmen at any point of time during the currency of the contract or reduction in the scope of Contract.
21. Under no circumstances, the persons deployed by the contractor shall have no right or claim for employment in NHPC.
22. The contractor shall deposit the wages (not less than applicable minimum wages) of contract labours to their bank account latest by 7th day and shall have deposit EPF in the account of their respective EPF account latest by 15th day of every succeeding month and proof of the same shall be submitted to E-I-C.
23. The Payment to the Contractor be released only on submission of bill along with the following documents duly certified by the Engineer-in-charge:-

- a. Bank Statement as a Proof of deposit of salary through Cheque/ NEFT/ ECS transaction into account of individual worker.
- b. Self-attested copies of proof of deposit of EPF by contractor to the workers account for the month under consideration duly reconciled with the disbursement of wages.

24. Penalty Clause: - If the contractor fails to make payment to the workers employed by him on or before 7th day of succeeding months, a penalty @ Rs.1000 per day (Maximum 5% of the RA bill) will be imposed from their bill.

25. Engineer in Charge: - **Group Senior Manager (Civil), HM-Barrage, TPS** will be the EIC of this work.

26. **Payment term II:**

a) In Case of MSE:

All the payments for Services rendered by MSEs (Micro & small Enterprises) Supplier/Contractor under the contract shall be released within forty-five days from the day of acceptance.

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

All payment for services shall be release only after filling up CLPM data in respect of engaged manpower.

b) In Case of Non MSE:

All the payments for services rendered by Non-MSEs (Non-Micro & Small Enterprises) Supplier/Contractor under the contract shall be released within forty-five days from the receipt/bills from the Supplier /Contractor 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.

Day of Acceptance means- day of the actual delivery of goods or rendering of services; or where any objection is made in writing by the buyer regarding acceptance of goods or services within Twenty-Two 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.

- c) "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, CIN- U74999MH2016PLC281452, Registration no: (Account Number): 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 MSME by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon NHPC's acceptance, the Banks/ NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard, MSME Vendors can refer to RBI guidelines available on website of RBI."

SCOPE OF WORK

Scope of Work: - Cleaning of trash from HM barrage trash rack, Barrage gates, other places in Project areas as per guidance of engineer–In-charge & silt ejector trash rack and dumping at the specified place marked by NHPC.

Annexure-A to SCC

Requirement of Manpower

Name of Work:- Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station

S.No	Nature of Work	Category-wise		
		Semi-skilled	Un-skilled	Total Man-power
1	Providing assistance for operation of TRCM (In shift)	4	0	4
2	Providing assistance for driving of Tractor (In shift)	4	0	4
3	Providing assistance for helping of trash cleaning work at Barrage (In shift)	0	12	12
4	Providing assistance for helping of trash cleaning work at Silt-Ejector (In shift)	0	4	4
	Total	8	16	24

Annexure-B to SCC

Work Wear

Name of Work: - Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station

Sl. No.	Particulars	Unit	Qty
1	Work Wear, Rain suit, Sweater, Jacket, Shoes etc.	Shall be provided to all workmen for approximate cost of ₹3,500.00 per person/ year	

Annexure –C to SCC

PPE's

Name of Work: - Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station

S. No.	Particulars	Unit	Qty
1	Safety Shoe	Nos	24
2	Hand Gloves Cotton	Pair	500

SECTION – IV
SCHEDULE OF QUANTITIES & PRICES

Section – IV

SCHEDULE OF QUANTITIES AND PRICES

Name of Work:- Providing assistance for cleaning of trash and operation of TRCM at HM Barrage, Tanakpur Power Station.

S.No	Description of items	Unit	Qty	Rate (₹)	Amount (₹)	Remarks
1	Providing assistance for cleaning of trash and operation of TRCM (as per attached SCC & Scope of work)	Month	5.00	561941.47	2809707.35	Rates as per attached sheet
2	PPE's	LOT	1.00	To be quoted online	To be quoted online	The estimated price of PPEs is ₹ 33,000/-
3	Contractor Profit & OH Charges	Month	5.00	To be quoted online	To be quoted online	CP & OH Charges i.e. Minimum fixed value 3.85% as ₹78379.5 (Inclusive of GST)
Total					To be quoted online	

Note

1. It is hereby confirmed that, except as otherwise stipulated in the Tender Specification and the statutory variation charges as mentioned in this Schedule, will remain firm till the subject work is completed. Further, it is confirmed that no other charges would be payable by NHPC, in connection with our execution of the Work Order.
2. The Total estimated amount is **₹30,46,290.00/-**. However, the bidder may quote minimum amount **₹28,88,087/-** as detailed in BOQ and provision created in GeM Financial Bid. This amount of **₹28,88,087/-** contains minimum wages for item no.- 1, and notional contractor profit and overhead charges (Item 2) i.e. minimum fixed 3.85% as **₹78379.5/-** (Inclusive GST).