CIN No: L40101HR1975GOI032564

एनएचपीसी लिमिटेड/**NHPC LIMITED**

[भारत सरकार का उद्यम/**A GOVT. OF INDIA NAVRATNA ENTERPRISE]**

लोकतक प्रोजेक्ट /**LOKTAK PROJECT**

कोमकैराप/**KOMKEIRAP,** जिला/**DISTT**-चूराचांदपुर,मणिपुर **CHURACHANDPUR, MANIPUR**

E-TENDER DOCUMENT FOR

PROCUREMENT OF GOODS

<u>विषय</u>;- लॉग प्रबंधन सर्वर समाधान की खरीद|

Name of Supply: `Purchase of Log Management Server Solution.`

GeM Bid No. GEM/2026/B/7454407

TENDER SPECIFICATION No.: NH-LPS-ITC013(14)/1/2025-ITC

COST OF TENDER : NA

ESTIMATED COST : Rs. 4,44,779/-

EARNEST MONEY : NA

NAME OF TENDERER: -

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

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

SECTION – 0

NOTICE INVITING TENDER (NIT)

एन एच पी सी लिमिटेड
NHPC LIMITED
(A Govt. of India Enterprise)

Loktak Project, Manipur Post Office: Loktak, Komkeirap Distt: Churachandpur, Manipur-795124 E-Mail: pnc-loktak@nhpc.nic.in
CIN: L40101HR1975GOI032564

SECTION–0: NOTICE INVITING E-TENDER (NIT)

(Domestic Open Competitive Bidding)

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

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

Name of Supply: - Purchase of Log Management Server Solution.

Tender Specification No.: NH-LPS-ITC013(14)/1/2025-ITC

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

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

1.0 Brief Details & Critical Dates of Tender:

1.1 Brief Details of Tender:

S. No.	Item	Description
(i)	Name of Supply	**Purchase of Log Management Server Solution.**
(ii)	Tender Specification No.	**NH-LPS-ITC013(14)/1/2025-ITC**
(iii)	Mode of tendering	Open Mode
(iv)	GeM Bid No	GEM/2026/B/7454407

(v)	Cost of bidding document	NA
(vi)	Estimated cost	₹ 4,44,779/-
(vii)	EMD (Bid Security)	NA ~~₹ xxx/- may be deposited in the form of Crossed Demand Draft/ Banker's Cheque in favour of "NHPC Limited" payable at "State Bank of India, Loktak HEPA Branch" (Code-05329), Komkeirap. OR, In the form of Bank Guarantee (BG) issued by an Indian Nationalized bank (Annexure-III) or any scheduled commercial bank of India OR, in the form of irrevocable Insurance Surety Bond issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) (Annexure-IV). Bank Guarantee/ Insurance Surety Bond shall be valid upto 03 (three) months beyond the bid validity period as per prescribed format~~.
(viii)	Completion Period / Schedule	*60 days*
(ix)	Required validity of Bid	120 days from the last date of online submission of Bids.
(x)	~~Independent External Monitor~~	**~~Sh. Prabhash Singh and Sh. Upendra Malik.~~**
(xi)	Name of Institution for Arbitration	High Court of Manipur, Imphal.
(xii)	Tender Inviting Authority	Group Sr. Manager (E&C) / Procurement Division, Loktak Project, NHPC Ltd., PO: Loktak, Komkeirap, Distt- Churachandpur, Manipur – 795124, e-mail: pnc-loktak@nhpc.nic.in

1.2 Critical Dates of Tender:

S. No.	Particulars	Date & Time
(i)	Publish date and time	
(ii)	Sale / Document Download Start Date & Time	
(iii)	Sale / Document Download End Date & Time	
(iv)	Online Bid Submission Start Date & Time	
(v)	Online Bid Submission End Date & Time	

(vi)	Last date of submission ~~of Cost of bidding document, EMD and~~ other offline supporting documents at Address 1: Group Sr. Manager (E&C) / Procurement Division Loktak Project, NHPC Ltd., PO: Loktak, Komkeirap, Distt-Churachandpur, Manipur - 795124, e.mail: pnc-loktak@nhpc.nic.in Address 2: Liaison Office (NHPC Limited) Manipur State Power Company Limited (Formerly Electricity Department) Keishampat, Imphal, Manipur -795001 Contact Person: Name: Mr. Rajkumar Tenzing Meitei Designation: Sr. Manager (E) Mobile no.: 8732836775	As per GeM Bid Document.
(vii)	Bid Opening Date & Time i. Technical bid alongwith offline documents ii. Price bid	As per GeM Bid Document. To be intimated separately.

2.0 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite ~~Cost of bidding document and~~ EMD (as per Instructions to Bidders (ITB) Clause 3.0 & 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 & Clause No. 4.1 of ITB.

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

2.2.1

(i) The bidder should be manufacturer (OEM) of "Log Management Server solution" of required configuration/technical specification.

Or

Authorized dealer of a manufacturer of the **"Log Management Server Solution"** to quote on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant **"Authorized Dealership"** certificate from the manufacturer.

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

(ii) A valid ISO certification/ any Govt/Recognized institute issued relevant document of the manufacturer for manufacturing the Log Management Server Solution should be submitted along with the bid.

(iii) In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate/quote on behalf of another manufacturer in this tender or in parallel for the same item. All such bids will be rejected.

(iv) Bidder should have supplied at least 02 (two) nos. of supply orders of **"Purchase of Log**

Management Server Solution" in previous Seven (07) years of same or higher specifications.

(v) The Log Management Server Solution supplied should have performed satisfactorily for one year from the date of commissioning or as per manufacturer policy whichever is higher.

(vi) The bidder should have not been banned/de-listed/de-barred from business by any PSU / Govt. Department during last three (03) years. Self-declaration in this regard is to be submitted. As per attached ANNEXURE-III.

Note:

(a) In support of the Sl. No. (iv) & (v) above, the bidder should submit self-attested copies of supply order(s)/ Work Orders along with performance certificate for satisfactory operation issued by client(s). In case Purchaser/ Owner issuing the performance certificate is non-government entity, the bidders shall also submit self-attested copy of the TDS certificate/Proof of Transaction for corresponding value of Supply Orders/ Work Orders issued by the Purchaser/ Owner.

(b) The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which the tender is invited.

(vii) Financial Criteria

(a) Turnover:

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

(b) Working Capital:

The working capital (current assets minus current liabilities) of the bidder should be equal to at least 3 times the monthly cash flow requirement i.e. estimated cost of work*3 /Supply period (4,44,779*3/2=6,67,168) (INR).

(c) Net Worth

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

(i) should not be negative on 31st March of the previous financial year, and also

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

(d) The bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding. Regarding this, the firm should submit Annexure-VIII.

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

a. The bidders should submit authenticated copies of supply orders for the type / model / make of offered equipment issued by various clients.

b. Bidder shall submit a copy of Annual Report/ Standalone audited Annual Financial Statement containing Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant schedules/annexures etc. of last three years.

c. In case where audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover, Net Worth (calculated as per laid down criteria) duly certified by their statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the application along with copy of appointment letter of the statutory auditor.

d. Wherever, the Annual report /duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed into English languages and certified by approved/ recognized English translator shall be submitted with the application.

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

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

2.2.3 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.

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

2.3 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 8.0~~. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.

~~2.4 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is implementing Integrity Pact as per Clause No. 8.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed *[if applicable]* as per Clause 8.0 of ITB.~~

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

~~issue of Supply Order.~~

~~To oversee the compliance under the Integrity pact, **Sh. Prabhash Singh and Sh. Upendra Malik** have been appointed as Independent External Monitor (IEM) by the Purchaser. The Contact Address of IEM is as under:-~~

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

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

~~3.0 The details/ information regarding online tendering i.e. Registration on GeM portal, Preparation of Bid and Submission of bid are available in the tender document and as well as on GeM Portal under "Bidders Manual Kit".~~

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

For & On behalf of NHPC Ltd.

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

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 "Purchaser" will receive bid for "**Purchase of Log Management Server Solution"** as set-forth in the specifications.
The bid will be received, opened and evaluated online in electronic form through NHPC's E-tendering portal i.e. https://bidplus.gem.gov.in/published-bids under GeM Portal. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

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

1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the Bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements/ instructions and submitting their bids online on the GeM Portal.

1.3.1 REGISTRATION:

(i) The Bidder is requested to visit the GeM Portal (URL: https://GeM.gov.in). Bidders are required to enrol on the GeM Portal (URL: https://mkp.gem.gov.in/registration/signup#!/seller) by clicking on the link "SignUp", which is free of charge.

(ii) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.

(iii) During enrolment/ registration, the Bidder should **provide the correct/ true information** including valid email-id & mobile no. etc. All the correspondence shall be made directly with the Contractors/ Bidders through email-id/Mobile No. provided.

(iv) Bidder can then log into the site through the secured login by entering their userID/ password.

1.3.2 SEARCHING FOR TENDER DOCUMENTS

(i) There are various search options built in the GeM Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include GeM Bid No, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the GeM Portal.

(ii) Once the Bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved/ saved to the respective folder.

(iii) The Bidder should make a note of the unique GeM Bid No assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

1.3.3 PREPARATION OF BIDS:

(i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

(iii) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in pdf/xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format.

1.3.4 SUBMISSION OF BIDS:

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

(ii) Bidder should prepare the Cost of bidding document/ EMD as per the instructions specified in the tender document. The original Cost of bidding document/ EMD should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT/ tender documents. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.

(iii) Bidder should sign and upload the required bid documents one by one in respective 'Tender Cover' as indicated in the tender document.

(iv) Bidders are requested to note that each document to be uploaded for the tender should be less than 10 MB. If any document is more than 10 MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(v) Bidder should follow the server time being displayed on Bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

1.3.5 ASSISTANCE TO BIDDERS:

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

(ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 GeM Portal Helpdesk.

Toll Free Number 1800-419-3436 / 1800-102-3436.

2.0 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite Cost of bidding document and EMD (as per ITB Clause 3.0 & 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 & Clause No. 4.1 of ITB.

2.2 The following minimum Qualifying criteria has been set forth for the procurement:-

2.2.1

(i) The bidder should be manufacturer (OEM) of "Log Management Server Solution" of required configuration/technical specification.

Or

Authorized dealer of a manufacturer of "Log Management Server Solution" to quote on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant "Authorized Dealership" certificate from the manufacturer.

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

(ii) A valid ISO certification/ any Govt/Recognized institute issued relevant document of the manufacturer for manufacturing the Log Management Server Solution should be submitted along with the bid.

(iii) In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate/quote on behalf of another manufacturer in this tender or in parallel for the same item. All such bids will be rejected.

(iv) Bidder should have supplied at least 02 (two) nos. of supply orders of **"Purchase of Log Management Server Solution"** in previous Seven (07) years of same or higher specifications.

(v) The Log Management Server Solution supplied should have performed satisfactorily for one year from the date of commissioning or as per manufacturer policy whichever is higher.

(vi) The bidder should have not been banned/de-listed/de-barred from business by any PSU / Govt. Department during last three (03) years. Self-declaration in this regard is to be submitted. As per attached ANNEXURE-III.

Note:

(a) In support of the Sl. No. (iv) & (v) above, the bidder should submit self-attested copies of supply order(s)/ Work Orders along with performance certificate for satisfactory operation issued by client(s). In case Purchaser/ Owner issuing the performance certificate is non-government entity, the bidders shall also submit self-attested copy of the **TDS certificate/Proof of Transaction** for corresponding value of Supply Orders/ Work Orders issued by the Purchaser/ Owner.

(b) The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which the tender is invited.

(viii) Financial Criteria

(a) Turnover:

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

(b) Working Capital:

The working capital (current assets minus current liabilities) of the bidder should be equal to at least 3 times the monthly cash flow requirement i.e. estimated cost of work*3 /Supply period (4,44,779*3/2=6,67,168) (INR).

(c) Net Worth

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

(iii) should not be negative on 31st March of the previous financial year, and also

(iv) if it is less than paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in the last three years ending 31st March of the previous financial year.

(d) The bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding. Regarding this, the firm should submit Annexure-VIII.

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

a. The bidders should submit authenticated copies of supply orders for the type / model / make of offered equipment issued by various clients.

b. Bidder shall submit a copy of Annual Report/ Standalone audited Annual Financial Statement containing Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant schedules/annexures etc. of last three years.

c. In case where audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover, Net Worth (calculated as per laid down criteria) duly certified by their statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the application along with copy of appointment letter of the statutory auditor.

d. Wherever, the Annual report /duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed into English languages and certified by approved/ recognized English translator shall be submitted with the application.

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

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

2.2.3 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.

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

2.3 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 8.0~~. Self-declaration in this regard is to be submitted by the Bidder as per Annexure-III.

~~2.4 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is implementing Integrity Pact as per Clause No. 8.0 of this ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed *[if applicable]* as per Clause 8.0 of ITB.~~

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

Note: Mere downloading of Bid document by prospective Bidder shall not be construed that such a bidder automatically fulfills the prescribed eligibility criteria. Whether the bidder meets the specific eligibility criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their bid.

3.0 Cost of bidding document:

3.1 Complete bid document can be viewed and downloaded from GeM Portal https://gem.gov.in/. The bidder will be required to submit a non-refundable fee of ₹ _____/- (Rupees _____ Only) in the form of Crossed Demand Draft in favour of **"NHPC Limited" payable at '**' 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. [……*Name, Address & Contact details including email of the concerned officer*……] 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 Purchaser 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 ₹ x x x /- (Rupees xxxx Only) as given in NIT appended hereto. Bid security / EMD may be deposited in the form of a deposited in the form of Crossed Demand Draft/ Banker's Cheque in favour of "NHPC Limited" payable at "State Bank of India, Loktak HEPA Branch" (Code-05329), Komkeirap. OR, In the form of Bank Guarantee (BG) issued by an Indian Nationalized bank (Annexure-III) or any scheduled commercial bank of India OR, in the form of irrevocable Insurance Surety Bond issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) (Annexure-IV). Bank Guarantee/ Insurance Surety Bond shall be valid upto 03 (three) months beyond the bid validity period as per prescribed format. Failure to do so may prevent a tender from being considered.

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

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

4.2 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Purchaser, 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 Purchaser in writing during the period of validity of his offer, the Purchaser 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 Purchaser, be debarred from bidding for a period as may be considered fit by the Purchaser, against any Bid that might be invited by the Purchaser in future. The Purchaser will also be within its rights to circulate the information, at its discretion to other prospective purchasers about the bidder having withdrawn his offer within the validity period.

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

4.4 Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Terms and Conditions of Contract (T&C). 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 Purchaser, 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 12.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 8.0); or

(c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 10.7; or

(d) If the successful bidder having been notified of the acceptance of its Bid by the Purchaser 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 T&C.

5.0 The bidder shall prepare the bid and submit the bid online on "**Electronic Tendering System"** in following manner:

5.1 ONLINE SUBMISSION:

5.1.1 Cover-1: Techno-commercial bid

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

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

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

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

iv) Pre-Contract Integrity Pact *[if applicable]*

v) ECS Form.

vi) Copy of PAN

vii) Bid Proforma.

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

ix) Declaration regarding applicability of Micro, Small ~~& Medium~~ Enterprise under MSMED Act, 2006 along with copy of certificate.

x) Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with copy of certificate.

xi) Declaration regarding Insolvency and Bankruptcy Code 2016,[Annexure-VIII]

xii) Declaration regarding availing the benefit under one category/status (i.e. either MSEs or Start-ups) (Annexure-IX)

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

The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT. The financial cover shall contain price bid in the enclosed **"Schedule of Quantities & Prices"**. The quoted rates should be in Indian Rupee.

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Purchaser in any circumstances.

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

5.2 OFFLINE SUBMISSIONS:

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

~~Address 1~~:

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

~~Address 2~~:

~~Liaison Office (NHPC Limited) Manipur State Power Company Limited (Formerly Electricity Department) 19 Keishampat, Imphal, Manipur -795001 Contact Person: Name: Mr. Rajkumar Tenzing Meitei Designation: Sr. Manager (E) Mobile no.: 8732836775.~~

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

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

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

6.0 Bid Proforma

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

7.0 ECS Form

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

~~**8.0 INTEGRITY PACT (IF APPLICABLE)**~~

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

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

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

To oversee the compliance under the Integrity pact, **Sh. Prabhash Singh and Sh. Upendra Malik** has been appointed as an Independent External Monitor (IEM) bythe Purchaser. The Contact Address of IEM is as under:-

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

9.0 Online opening of Bids by Purchaser:

9.1 The Purchaser 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 Purchaser, the opening shall be carried out at the specified time on the next working day.

9.2 Initially, the 'Techno-Commercial Bid' shall be opened and the 'Price Bid' of only those bidders whose Techno-Commercial bid is acceptable to the Purchaser shall be opened online subsequently. The decision of the Purchaser is final and binding in this regard.

10.0 Evaluation of Bids

10.1 The Purchaser 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 Purchaser 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 Purchaser.

The Purchaser'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 Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

10.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive

to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations.

A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser'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 Purchaser 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 10.1 of ITB.

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

10.3 During bid evaluation, the Purchaser 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.

10.4 The bidder shall quote for all the items / individual 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.

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

10.6 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.

10.7 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between sub-total and the total price, the unit or sub-total price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure of the unit rates, the unit rates in words will prevail. If

bidder does not accept the correction of errors, its bid will be rejected and the Bid Security / EMD will be forfeited in accordance with ITB sub-clause 4.5.

11.0 Award Criteria & Purchaser's Right to accept any bid and to reject any or all Bids

11.1 The Purchaser 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 Purchaser 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.

11.2 The Purchaser 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.

11.3 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.

11.4 Subject to ITB Clause 11.1 and 11.2, the Purchaser 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.

11.5 The Evaluated price arrived at in terms of clause 10.0 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 10.0 of ITB shall be considered.

12.0 Corrupt, Fraudulent, Collusive or Coercive Practices

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

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting,

directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

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

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

(c) The Purchaser 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.

(d) **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).

13.0 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-V*"* 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 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 copy of valid certificate of registration stated as above shall be rejected as being non-responsive.~~

c. Purchase Preference in favour of MSEs:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having 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 supply 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 supply at least 20% of total tendered value. In case more than one such MSEs, the supply 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 supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

Out of 20% target of annual procurement from MSEs, a sub target of 4% (i.e. 20% out of 20%) 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 L1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

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

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

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

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

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

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

Sl. No.	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. 8.0 of tender document on Company's Letterhead as per format.~~	To be uploaded online.	
c)	~~**Integrity Pact as per Performa duly signed & Stamped at each page.** *[if applicable]*~~	To be uploaded online.	
2.	~~**Cost of bidding document**~~	To be submitted in hard copy and uploaded online.	
	~~(i) DD amounting to ₹ _____/-~~		**(i)**
	~~Or~~		**Or**
	~~(ii) Notarized copy of valid Certificate towards exemption of Cost of bidding document.~~		**(ii)**
3.	~~**Bid Security / EMD**~~	To be submitted in hard copy and uploaded online.	
	~~(i) DD Amounting to ₹ xxx/-~~		**(i)**
	~~**Or**~~		**Or**
	~~(ii) In case of Bank Guarantee, strictly in the format of Annexure-I, Amount Rs. xxx /-, validity as per tender document.~~		
	~~or~~		
	~~iii) In case of Insurance Surety Bond, strictly in the format of Annexure-XIII, Amount Rs. 0,000 /-, validity as per tender document.~~		
	~~(iv) Copy of certificate towards exemption of Bid Security / EMD.~~		**(ii)**
4.	Power of Attorney along with authority of executants.	To be submitted in hard copy and uploaded online.	
5.	ECS Form	To be uploaded online duly filled in.	
6.	PAN - Copy of PAN card	To be uploaded online	
7.	MSMED declaration as per Performa.	To be uploaded online duly filled in	
8.	Bid Proforma	To be uploaded online duly filled in	
9	Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006 along with copy of certificate	To be uploaded online duly filled in	

10	Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with copy of certificate	To be uploaded online duly filled in	
11	Declaration regarding Insolvency and Bankruptcy Code 2016,[Annexure-VIII]	To be uploaded online duly filled in	
12	Declaration regarding availing the benefit under one category/status (i.e. either MSEs or Start-ups) (Annexure-IX)	To be uploaded online duly filled in	
13.	**Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)**	**To be filled online**	

FOUR KEY INSTRUCTIONS for BIDDERS

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

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

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

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

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

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

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ANNEXURE-I

(to be filled and uploaded online)

BID PROFORMA

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

11. Rate of Taxes & Duties : (Mention here only % rates as applicable)

a. Supply :

i. GST : .....(%)

ii. Any Other Tax, If any : .....(%)

b. Transportation & Insurance Charges :

i. GST : .....(%)

ii. Any other taxes & duties etc. : .....(%)

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

Station :_____

Date :_____

For & on behalf of _____

Signature : _____

Name : _____

Designation : _____

(*of the authorized representative of the bidder*)

Official Seal of the Company :

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 issue of Supply Order)

PRE - CONTRACT INTEGRITY PACT

Between

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for **Purchase of Log Management Server Solution** and the Bidder/Contractor is willing to offer against NIT No.xxxx.

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 contact.

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

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

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

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

The Bidder(s)/ Contractor(s) commits 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 itself to the following:

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 by the Bidder/ Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annex-A** and initiate all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/ Contractor. However, the proceedings with the other Bidder(s)/ Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/ Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/ rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/ Contractor.

(iv) Deleted.

(v) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.

(vi) Deleted.

(vii) To debar the Bidder/ Contractor from participating in future bidding processes of NHPC Limited as per provisions of "**Guidelines on Banning of Business Dealings**" of NHPC Limited (**Annex-A**), which may be further extended at the discretion of the Employer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s)/ Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/ operated.

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

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/ Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge

of the Bidder/ Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7.0 FALL CLAUSE:

Deleted

8.0 INDEPENDENT EXTERNAL MONITOR(S):

8.1 The Employer has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 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.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD, NHPC and request NHPC Limited to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the

information and documents of the Bidder/ Contractor/ Subcontractor(s) with confidentiality.

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

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

8.9 The word 'Monitor' would include both singular and plural.

9.0 FACILITATION OF INVESTIGATION:

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

10.0 LAW AND PLACE OF JURISDICTION:

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

11.0 OTHER LEGAL ACTIONS:

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

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

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

12.0 VALIDITY:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/ Contractor/ Seller, including warranty period,

whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____and parties concerned are bound by its provisions.

Employer	**Bidder**
Name of the Officer:	(Authorized Person)
Designation:	**Name of the Person**:
	Designation:
Place: _____	**Place**:_____
Date:_____	**Date**:_____
Witness	**Witness**
1._____	1._____
(Name and address)	(Name and address)
2._____	2._____
(Name and address)	(Name and address)

Annexure-A to Integrity Pact

Guidelines on Banning of Business Dealings

1.0 Introduction

1.1 NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the 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 with in which the committee shall conclude the proceedings .

5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of 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:

a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".

c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

d) To submit final recommendations to the Competent Authority for banning or otherwise.

7.4 Show Cause Notice

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

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

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

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

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

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

7.5 Speaking Order

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

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order.

The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Appendix– III**

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact, 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/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. Based on the recommendation of the committee Appellate Authority shall pass appropriate order which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

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

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

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

****

Appendix –I

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No……. Date……

To

M/s .....

Attn.: Shri …….

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension

ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

iv) In cases where tenders have already been issued to you and Price Bids have already been opened , the tendering process shall be continued

v) In case of ongoing contracts between you & NHPC, (including cases were contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

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

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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

participated on the strength of the Banned agency.

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

Yours faithfully,

For & On behalf of NHPC

Note: *Strike out whichever is not applicable*

Appendix –II

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No..... Date.....

To

M/s .....

.....

Attn.: Shri .....

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

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

Yours faithfully,

For & On behalf of NHPC

Appendix –III

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No……. Date……

To

M/s .....

Attn.: Shri …….

Sub: Intimation of Banning of Business Dealings

Dear Sir,

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

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

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

This order shall have the following effects:

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

ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry/ Bid/ Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.

a) 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.

b) 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%.

c) 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.

d) 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.

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

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

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

Appellate Authority:

Designation:

Address:

Ph. no.

e-mail:

Yours faithfully,

For & On behalf of NHPC

Note: *Strikeout whichever is not applicable*

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)*

Yours faithfully,

For & On behalf of NHPC

_____

Appendix -V

(To be filled by the bidder)

(Format for declaration by the bidder)

Bid Security Declaration

I/ We, M/s _____ (Name of Bidder) hereby certify that we will not withdraw or modify our bid documents during the period of validity of bid. If we withdraw or modify our bid documents during the period of bid validity and failed to sign the contract agreement/SLA within stipulated time frame, we are liable for banning/suspension of business dealings for the period as mentioned in Annexure-A (Guidelines on banning of Business dealings) to Integrity Pact ~~as per Clause No. 8.0 of tender document~~.

(Seal & Signature of Bidder)

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

ANNEXURE-III

(To be filled and uploaded online)

(Format for declaration by the Bidder)

Self-Declaration by the Bidder

I/We, M/s _____ (*Name of Bidder*) hereby certify that I / We have not been banned / de-listed / black listed / debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ~~ITB Clause 8.0 of Tender Document~~.

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

(Seal & Signature of Bidder)

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

ANNEXURE-IV
(to be filled and uploaded online)

ECS - Form

NHPC Limited
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No. :

1. BIDDER'S NAME : _____

a) ADDRESS : _____

_____

_____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

a) BANK NAME : _____
b) BRANCH NAME : _____
c) ADDRESS : _____
Telephone No. : _____

d) IFSC CODE OF THE BANK : (For payment through RTGS)

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

f) ACCOUNT NUMBER : _____
(As appearing on the Cheque Book)

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

(----------)
Date : Signature of the Bidder

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

(Bank's Stamp)

(----------)
Date: Signature of the Authorized Official from the Bank

ANNEXURE-V
(to be filled and uploaded online)

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 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-VI
(to be filled and uploaded online)

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

DECLARATION / UNDERTAKING

A) I/We confirm that the provisions of Start-Up India Initiatives are:

[ ] Applicable to us and our organization falls under the definition of Start-Ups.

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

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-VII

(To be filled and uploaded online)

(Format of self-declaration of Ineligibility)

Undertaking

I/ We, M/s …… (*Name of Bidder*) hereby certify that I/we are not under the declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business Dealings (Annex A) to Integrity Pact at the time of submitting the bid and shall intimate immediately of any such banning/ de-listing/ black listing/ debarring after submission of bid till the award of Tender.

(Seal & Signature of Bidder)

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

ANNEXURE-VIII

[To be uploaded online (scanned copy)]

(Format for declaration by the Bidder)

"Self-Declaration by the Bidder"

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

(Seal & Signature of Bidder)

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

ANNEXURE-IX

[To be uploaded online (scanned copy)]

(Format for declaration by the Bidder)

"Self-Declaration by the Bidder"

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

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

(Seal & Signature of Bidder)

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

ANNEXURE-X

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

Date: _____

[Name of Contract]

To:

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

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

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

Sealed with the Common Seal of the said Bank this____day of_____20_____

THE CONDITIONS of this obligation are the following:

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

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

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

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

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

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

Notwithstanding anything contained herein above our liability under this Guarantee is limited to..... (Rupees ..... only) and our Guarantee shall remain in force until..... day of .....,

20 ..... *@ unless a claim or demand under this Guarantee is made on us in writing, on or before ....., we shall be discharged of all liabilities under this Guarantee thereafter.

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

1. .....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(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

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EANEST MONEY DEPOSIT

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

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

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

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

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

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

ANNEXURE-XI

Format of Insurance Surety Bond for Earnest Money Deposit

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

Insurance Surety Bond No. _____

Date: _____

(Name of Contract): _____

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

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

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

THE CONDITIONS of this obligation are as follows:

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

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

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

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

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

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

For and on behalf of the Insurance Company

_____

in the capacity of

_____

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

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

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

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

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

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

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

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

SECTION – II

TERMS AND CONDITIONS OF CONTRACT (T&C)

A. Section–II : Terms and Conditions of Contract (T&C)

1.0 Scope of Supply:

2.0

The Scope of supply includes "**Purchase of Log Management Server Solution**" as per Technical specifications at Sl. No. 16.0 below. The supply should be as per the Schedule of Quantities given in the Table below.

SL No.	Description	Qty (Nos)
1	COMPUTER WORKSTATION	1
2	LOG SERVER (Security Incident and Event Management)	1
3	1 TB SSD DRIVE	2

3.0 Prices and Taxes & Duties:

3.1 Prices shall be Firm and on F.O.R destination basis i.e. at Central Store Division, Loktak, P.O. Loktak, Komkeirap, Churachandpur-795124, Manipur inclusive of charges for packing, handling, forwarding, transportation, insurance and all applicable taxes & duties.

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

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

3.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

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

Name of Project/Unit	:	Loktak Power Station
Address of Principal place of business/ Additional place of business	:	NHPC Limited, Loktak Power Station, PO-Loktak, Komkeirap, Manipur, PIN-795124

State	:	Manipur
State Code	:	795124
GSTIN	:	14AAACN0149C1Z6
Principal place of business for the purpose of GST	:	Loktak HE Project

4.0 Transit Insurance:

Transit Insurance shall be borne by the Supplier.

5.0 Terms of Payment:

100% payment shall be released within 20 days after receipt and verification of material in the Central Store, Loktak Project, NHPC Limited, Lower Kom Keirap, Dist. Churchandpur, Manipur-795124 and upon production of following documents:

Detail of Documents:

i) Evidence of despatch (GR/ LR etc.)

ii) Invoice in Triplicate alongwith detailed packing list.

iii) Inspection Report/ Despatch Instruction, Test Certificates

iv) Warrantee Certificate.

The payment shall be made through bank Transfer/NEFT/RTGS.

In case of MSE:

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

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

* **Day of Acceptance means** - day of the actual delivery of goods or the rendering of services; where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen (15) days from the date of delivery of the goods or the rendering of services, the day on which such objection is removed by the Supplier.

In case of non-MSE:

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

the Contractor/ Supplier complete in all respect.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% (eight percent) per annum.

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 no): 1000005783, Communication address: A.TREDS Ltd, Ashar IT Park, 11th Floor, Road No: 16Z, Wagle, Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of Invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Limited can accept the invoices in the system. Upon NHPC's acceptance, the Banks / NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard; MSME Vendors can refer to RBI guidelines available on website of RBI.

6.0 Delivery Period:

The delivery of equipments/ items shall be completed within *60 days* from the date of sample collection from Loktak Power Station.

7.0 Liquidated Damages:

If the Supplier fails to attain completion of the supply of the material or any part thereof within the prescribed time for completion under clause 6.0 or any extension thereof (due to delays not attributable to the Supplier), the Supplier shall pay to the Purchaser liquidated damages equal to the amount computed @ ½ (half) percent per week or part thereof of Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price. However cost compensation for any time extension shall not be paid.

~~**8.0 Performance Guarantee:**~~

~~Within 28 days of receipt of Supply Order/ GeM Contract, the Supplier shall furnish to the Engineer-in-Charge a Performance Security of amount equal to (05) five percent of the contract price, in any of the following forms, for the due and faithful performance of the contract along with the other terms and conditions agreed to.~~

~~(a) Account Payee Demand Draft in favour of NHPC Limited payable at SBI, Loktak HEPA Branch, Code-05329.~~

~~(b) Bidders also can submit the requisite Performance Security in the form of Bank Guarantee valid till two (2) months beyond the Contract period from an Indian Nationalized Bank or any Scheduled Bank in India in the prescribed format (Annexure-III). The bank guarantee should be issued encompassing~~

the clause i.e. “The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s …….(Name of Contractor)”.

(c) Bidders also can submit the requisite Performance Security in the form of irrevocable Insurance Surety Bond valid for a period of 90 days beyond the validity period of the bid issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in the prescribed format, Annexure-IV.

Bidders shall communicate the following beneficiary/ bank details to the issuing Bank for preparation of bank guarantee (for EMD and PBG) as well as for obtaining SFMS confirmation of Bank Guarantee:

Beneficiary Detail:

Name of the Beneficiary: NHPC Limited

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

Beneficiary Bank Detail:

Loktak Project, NHPC Limited.

Account No.: 34450430641

IFSC Code: SBIN0005329

Address of the Bank: State Bank of India, Loktak HEPA, PIN-795124.

Submission of PBG:

If the Successful Bidder/ Contractor is submitting Performance Security in the form of Demand Draft/BG/ Insurance Surety Bond, he has to ensure delivery of hardcopy to the Engineer-in-charge within 28 days of award of contract on the following address:

The Engineer-in-charge,

PHEM Division, Power House,

Leimatak, Loktak Project, NHPC Limited,

PO: Loktak, Komkeirap, Distt.: Churachandpur, Manipur-795124.

9.0 Warrantee:

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

10.0 Inspection:

Inspection shall be carried out by Authorized representative of NHPC, Loktak Power Station at firm's premises on intimation by firm. For inspection, the firm shall intimate the EIC through email in advance of 4-5 days before readiness of materials. ~~Necessary assistance for conducting the inspection shall be provided by the Supplier free of cost.~~

11.0 General:

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

12.0 Engineer-In-Charge:

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

13.0 Consignee:

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

14.0 Paying Authority:

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

15.0 Court of Competent Jurisdiction

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Manipur at Imphal.

16.0 Technical Specification:

LOG MANAGEMENT SERVER SOLUTION

A	WORKSTATION	
1	Processor Number	Intel Core i7-14700 or Equivalent
2	Chipset Series	Intel Q Series or Equivalent
3	Out of Band Management	Intel vPro
4	Expansion Slots (PCIe x 1)	2
7	Expansion Slots (M Dot 2) for SSD	2
9	Trusted Platform Module	Discrete TPM 2.0
10	Number of Graphic Card	1
11	Graphic Card Number	NVIDIA RTX A400 4GB / Intel UHD 770 or equivalent
12	Factory Pre-Loaded Operating System	Windows 11 Professional
13	Recovery Image Media	Online/Cloud
14	Operating System Certification	Windows
15	Type of RAM	DDR5
16	RAM Size Provided with the System (GB)	16 GB
17	Total Numbers of DIMM Slots Available	4
18	The Maximum RAM Supported by the Workstation	128
19	Primary Storage (Boot Drive) Installed with the System	M.2 SSD
20	Primary Storage (Boot Drive) Capacity (in GB)	3072 GB (3 TB). Compatible M2.0 SSD hard disk complying to the below technical specification (Section C) may be provided in addition to the inbuilt hard disk of 1TB. [1 + 2 =3]
21	Type of Ethernet Ports	1 GbE Port
22	Number of Ethernet Ports	1
23	Wireless Connectivity	Wi-Fi 7(802.11be) + Bluetooth 5.4
24	Number of USB Type A Version 2 Point 0 Ports	2
25	Number of USB Type A Version 3 Point 1	4
26	Number of USB Type A Version 3 Point 2	2
27	Other Ports	1 x HDMI,1 x DP Port
28	Availibility of Monitor	Yes
29	Panel Type	In Plane Switching (IPS) / VA
30	Display Technology	LED Backlit LCD (Liquid Crystal Display)
31	Screen Size (in CMs)	58.1 - 63 (22.87" - 24.8")
32	Maximum Resolution (Pixels)	1920 x 1080 (Full HD)
34	Refresh Rate (in Hz)	91 to 110
35	Monitor Port	HDMI, VGA,Display Port
37	BIS CRS Compliance	Yes as per IS 13252 (Part 1)
38	BIS CRS Number	R-61001260
39	Availability of RoHS Certificate	Yes
40	Availability of Certification for Environmental Management System with Manufacturer	Yes. As per IS/ISO:14001
41	Compliance of Information Security, Cybersecurity and Privacy Protection-Information Security Management Systems Requirements	Yes. Complies as per IS/ISO/IEC 27001: 2022
42	Availability of EPR Registration in Respect of the Manufacturer as per e-waste Rules as Amended Up to Date	Yes
43	Agreed to Provide a copy Of EPR Registration Certificate to Buyer on Demand	Yes
44	Warranty	1 Year
B	**LOG SERVER**	
1	Types of Licence	Perpetual
2	Licence Delivery Mode	Dongle Licence,Paper Licence,Electronic Licence,Smart License (for use of licence management)
3	Scope of Installation	Installation, Integration, Configuration, End to End Workflow Implementation, User Acceptance Testing

4	The offered product have support from OEM for	Updation for Patches and Bug fixes within support period, Upgradation of version within support period

5	Number of Years for OEM support for updation (Patches and Bug fixes) is included in the scope of supply (Hint :- Select '0' if not applicable)	1
6	Number of Years for OEM support for Upgradation of version is included in the scope of supply (Hint :- Select '0' if not applicable)	1
7	Training Options	On-Site, Virtual, Training Material
8	SIEM EPS (EVENT PER SECOND) CAPACITY	
9	Sustained event processing capacity of Enterprise Security Management (in EPS) (Hint :- Select '0' if not applicable)	10000
10	Event processing capacity of Enterprise Log Management (in EPS) (Hint :- Select '0' if not applicable)	15000
11	Event processing capacity of Log Collection (in EPS) (Hint :- Select '0' if not applicable)	15000
12	Event processing capacity of Correlation (in EPS) (Hint :- Select '0' if not applicable)	10000
13	Sustained Event processing capacity of All-In-One SIEM (in EPS) (Hint :- Select '0' if not applicable)	1000
14	Component of SIEM	Enterprise Security Management, Enterprise Log Management, Log Collection, Correlation Module, SIEM Platform
15	Enterprise Security Management features	Enterprise Dashboard for real time visibility,Analyst- centric dashboards, reports, reviews, rules, and alerts, Prepackaged configurations for common security use cases, such as alarms, views, reports, variables, and watchlists,Predefined dashboards, audit trails, and reports,Compliance reports, rules, and dashboards, Event enrichment with contextual information,Correlation of suspicious or confirmed threat,Collect data from third-party security vendor,Threat Intelligence feeds
16	Enterprise Log Management features	Log data retention,Search and integrity check, SAN and NAS connection capability,Manage Storage Pools,Query optimization
17	Log Collection features	Security event collection,Network flow collection,Collect and normalize event and flow data,High availability support,Usage statistics,Advanced syslog parser,Support Vulnerability Assessment System profiles
18	Correlation Module features	Real time correlation,Historical correlation,Rule based and Rule less correlation,Risk correlation,Geolocation correlation,Vulnerability correlation
19	SIEM platform features	Log Management,Network analysis functions,Data collection for correlation,Collect Logs and Network flows,Well defined sustained event handling capability,Mixed storage of HDD and SSD,Compliace reports and rules,Dashboard for real time visibility,Threat Intelligence Feeds
20	Certifications / Benchmarking of Software Products	Yes
21	Hyper link to Data sheet	Yes
C	**SSD Hard Disk**	
1	Internal Storage Device Type	Internal Solid State Drive (SSD)

2	Storage Capacity of Drive (in GB)	1024
3	Type of interface	M.2 (SATA and PCIe/NVMe)
4	Version of Interface	NVMe Gen 3
5	Read Speed (MBPS)	550
6	Write Speed (MBPS)	450
7	Compatible Devices	Laptop, Desktop
8	Warranty (in Years)	1
9	Type of Lab which carried out Test of Complete Product to prove the conformity of product as per Governing Specification	Certificate of Govt./NABL/ILAC accredited Lab
10	Test Report to be Submitted to the Buyer on Demand	Yes

ANNEXURE-A

PERFORMANCE GUARANTEE FORM

Bank Guarantee

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

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

To,
[Purchaser's Name & Address]

Dear Sirs,

In consideration of the .... *[Purchaser's Name]* ..... (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... *[Supplier's Name]* ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Acceptance No.....dated ..... and the same having been acknowledged by the Supplier, for ..... [Contract sum in figures and words] for ..... *[Name of the Supply]* and the Supplier 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 supply under the Contract to the Purchaser.

We ..... *[Name & Address of the Bank]* ..... having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Supplier 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 Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier 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 Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till .....*[days/month/year]* whichever is earlier.

The Purchaser 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 Supplier. The Purchaser 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 Supplier, 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 Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser 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 Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.

i) Our liability under this Bank Guarantee shall not exceed ……..

ii) This Bank Guarantee shall be valid up to ……

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serve upon Bank a written claim or demand on or before ……..@……..

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

WITNESS	**Signed for and on behalf of the Bank**
1.	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)
2.	
(Signature)	Attorney as per Power of Attorney No. ..... Dated.....
.....	
(Name)	
.....	
(Official Address)	

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

(@) This date will be sixty (60) days beyond the warrantee period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. Vendor's stamp with full details i.e. name of the Purchaser in whose favour this stamp paper has been purchased, should invariably be mentioned on the back side of the stamp paper.

4. Bank Guarantee is required to be submitted directly to the Purchaser by the issuing bank (on Behalf of the Supplier) under the registered post (A.D.). The Supplier can submit an advance copy of Bank Guarantee to the Purchaser. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Supplier directly to the Purchaser and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Purchaser, with a forwarding letter.

****

ANNEXURE-B

Format of Insurance Surety Bond for Performance Security

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

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

To,

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

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract

between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

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

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

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

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

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

WITNESS

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

(Signature)

.....

(Name) (Name).....

....

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

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

Notes:

1. (*) This sum shall be Five percent (5%) of the Contract Price denominated in the Indian currency.
(@) This date will be One Hundred Eighty (180) days beyond the completion period as specified in the Contract.
(+) This date will be Ninety (90) days beyond the completion period as specified in the Contract.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such

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

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

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

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

B. SCOPE OF WORK

a. Scope includes supply, configuration, integration of Log Management Server System with our domain server log, firewall log, DNS log and other logs as required by EIC, End to End Workflow Implementation and offline/online training of the same.
b. Total storage size is 3072 GB (3 TB). Compatible M2.0 SSD hard disk complying to the technical specification (Section C of Technical Specification) may be provided in addition to the inbuilt hard disk.
c. 1-year support for updating of patches, fixation of bugs, upgradation of and any other technical support.

SECTION – III

SCHEDULE OF QUANTITIES & PRICES

Section – III:- Schedule of Quantities & Prices

Purchase of Log Management Server Solution.

Tender Specification No.: **NH-LPS-ITC013(14)/1/2025-ITC**

Sl. No.	Description	Quantity	Unit	Amount (Rs.)
1.	**Purchase of Log Management Server Solution.**	1	Lumpsum	Lumpsum Rates in totality to be quoted online on GeM Portal
Total Amount (Rs.)				

Note:

1. Bidder has to quote the rate inclusive of all applicable taxes & duties in Rupees (INR).
2. The detail components is enclosed as Annexure-AA for ready reference of the bidders for quoting the rates.
3. This table is for reference purpose only.

Annexure-AA

Detail Component of Section-III (Schedule of Quantities & Prices)

Sl. No.	Description	Unit	Qty.	Unit Ex-works Rate including handling, forwarding & packing charges (INR)	Unit Transportation Charges including GST, if any, and all applicable Taxes on transportation enroute up to destination. (INR)	Type of Taxes & Duties	Rate of Taxes & Duties @___	Amou nt of Taxes & Duties of one unit (INR)	Total Amount of Taxes & Duties (INR)	Unit Rate including taxes & duties F.O.R. destination (INR)	Total price including taxes & duties F.O.R destination (INR)
	1	2	3	4	5	6	7	8	9 = 3 x 8	10 = 4 + 5 + 8	11=10 x 3
1	WORKSTATION SERVER AS PER TECHNICAL SPECIFICATIONS OF SL. NO. 16.0 (A)	Nos	1								
2	LOG SERVER (SIEM) AS PER TECHNICAL SPECIFICATION OF SL. NO. 16.0 (B)	Nos	1								
3	1TB SSD DRIVE AS PER TECHNICAL SPECIFICATIONS OF SL. NO. 16.0 (C)	Nos.	2								
								Grand Total (INR) =			
(Total Amount in Words:-_____)											

Note:

1. All applicable taxes & duties including GST, other levies and charges etc. on above item have been mentioned in this Schedule. The reimbursement of total taxes & duties shall be restricted to the total amount mentioned in column 9 of this Schedule subject to Clause No. 3.4 of Terms & Conditions of Contract (T&C).
2. It is hereby confirmed that, except as otherwise stipulated in the Tender Specification and the statutory variations permitted as per the Contract, the above unit rates and other charges as mentioned in this Schedule, will remain firm till the subject supplies are completed. Further, it is confirmed that no other charges would be payable by NHPC, in connection with our execution of the resultant Purchase Order.
3. The 'Contract Price' shall mean the total Price mentioned in Col. 11.

(Signature & Stamp of the Bidder)