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BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

EVALUATION

BID AWARDED

1. Bid Details

Your corrigendum has been published successfully. (https://bidplus.gem.gov.in/buyer-bid-finalization/9321802) ×

Bid Number: **GEM/2026/B/7533166** (/showbidDocument/9321802)

Bid Status: Active

Quantity: 6

Bid Validity (From End Date): 120 (Days)

Competent Authority Document:
View

Bid Start Date / Time: 23-05-2026
13:26:16

Bid End Date / Time: 09-06-2026
15:00:00

Bid Opening Date / Time: 09-06-2026
15:30:00

Consignees / Reporting Officer /
Delivery Location(S)

EMD: Required Track EMD
(Https://Bidplus.Gem.Gov.In/Bidding/Track/Tracke

Buyer Details

Name: Pradeepta Kundu

Address: Pradeepta Kundu,Pnc-Tldp3@Nhpc.Nic.In,TEESTA LOW DAM STAGE-III POWER STATION, NHPC Limited, RAMBI BAZAR, P.O REANG, DIST. DARJEELING, PIN 734008,Darjeeling,WEST BENGAL,734008,India,3552-261018-

Ministry: Ministry Of Power

Department: Na

Organisation: Nhpc Limited

Office: Tld Iii Ps Rambi Bazar P O Reang Distdarjeeling Wb

Corrigendum Details

Modified On: 2026-06-01 12:06:56

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(/bidding/buyer/showcorrigendumpdf/4277236/9321802)

Hash Value (Algorithm - SHA256):

cb11a25c7f481c1a957f36e753e0f9af0bc56a300546ee82ca6a95ce73d5058c

Modified On: 2026-06-01 12:04:47

Bid extended to **2026-06-09 15:00:00**

Bid Opening Date : **2026-06-09 15:30:00**

- Cancel Bid
- Extend Bid
- Edit Terms
- Edit Pre Bid

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- [OM's/Circulars \(https://gem.gov.in/support/government_oms_circulars\)](https://gem.gov.in/support/government_oms_circulars)
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<https://www.slideshare.net/GeMProcurementReimag>

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

Special Terms and Conditions of Contract

These Conditions shall be read and construed along with the annexed General Conditions of Contract / GEM GTC and in case of any conflict or inconsistency between these two, the provisions of these Conditions shall prevail.

1.0 Scope of Supply:

“Purchase of 6 No. of Revolving Search Light for TLD-III Power Station” as per technical specification.

2.0 Prices and Taxes & Duties:

2.1 Prices shall be Firm, Final and on F.O.R destination basis i.e. **Central Store, Teesta Low Dam-III Power Station, Rambi, P.O- Reang, Distt. Darjeeling, West Bengal, PIN: 734008** inclusive of charges for packing, handling, forwarding, transportation, insurance, ~~installation, testing & commissioning~~ and all applicable taxes & duties.

2.2 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.

2.3 The GSTIN along with relevant details for *Teesta Low Dam-III Power Station, Rambi*, has been indicated below for your ready reference.

2.4

Name of Project/Unit	: Teesta Low Dam-III Power Station
Address of Principal place of business/Additional place of business	: Rambi, P.O.- Reang, Dist–Darjeeling
State	: West Bengal
State Code	: 19
GSTIN	:19AAACN0149C1ZW
Principal place of business for the purpose of GST	: TLDP-IV, Kalijhora Bazar, Dist-Darjeeling (WB)

3.0 Transit Insurance:

Transit Insurance shall be in the scope of Supplier

4.0 Terms of Payment:

100% payment along with all taxes and duties shall be released within 30 days by the purchaser through electronic mode after receipt of material in full at Central Store, TLD-III PS, Rambi, PO – Reang, Distt – Darjeeling, West Bengal, Pin - 734008 and after satisfactorily inspection and its acceptance and against the submission of the following documents:

Detail of Documents:

- i) Evidence of Dispatch (GR/ LR etc.)
- ii) Detailed invoice in triplicate along with Detailed packing list
- iii) Submission of Performance Security and its acceptance thereof
- iv) Inspection Report
- v) E-way bill (If, applicable)
- vi) Warranty Certificate
- vii) ~~Duly signed Integrity Pact (if applicable) on Non-Judicial stamp paper of appropriate value.~~

5.0 Delivery Period:

Supply of the ordered material ~~including installation, testing & commissioning~~ shall be got completed within **Thirty (30) days** from the date of issue of the Letter of Award / Supply order.

6.0 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 (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.

7.0 Guarantee/ Warranty:

The equipment/ items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of **12 months from date of receipt of material and its successful inspection** ~~supply or 18 months from the date of dispatch~~ ~~whichever expires 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.

8.0 Performance Guarantee (ePBG):

Within 28 days of receipt of Supply Order, the Supplier shall furnish to the Engineer-in-Charge a Performance Guarantee in the form of Demand Draft/ Insurance Surety Bond (as per annexure attached)/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as Annexure-A herewith for an amount equal to Five Percent (5%) of the contract price by way of guarantee valid till three months beyond the warrantee period as mentioned in the Supply Order for the due and faithful performance of the contract along with the other terms and conditions agreed to.

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

In case of Demand Draft (DD), it shall be issued in favour of "NHPC Limited" payable at "SBI, Hill Cart Road, Siliguri".

Contractor shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary	:	NHPC Limited
Account No.	:	11168586412
IFSC Code	:	SBIN0000184
Address of the Bank	:	SBI, Hill Cart Road, Siliguri, W.B

9.0 Consignee: Sh. Ramanuj Kumar, Group Senior Manager (Stores), shall be the consignee and delivery of equipment shall be at the **Central Store, Teesta Low Dam-III Power Station, Rambi, P.O- Reang, Distt. Darjeeling, West Bengal, PIN: 734008.**

10.0 Paying Authority: Sh. Manoj Kumar Barnwal, DGM(Finance), Teesta Low Dam-III Power Station, Rambi, Darjeeling (West Bengal).

11.0 Inspection:

- a. **Post-Delivery:** The received item at site shall be inspected by the authorized representative of Engineer-in-Charge at Central Store, TLD-III PS, Rambi, after safe receipt of items.

12.0 Engineer In-Charge: Sh. Nimai Chandra Mishra, Senior Manager (E), Power House, Teesta Low Dam-III Power Station, NHPC Limited, TLD-III PS, Rambi, P.O. - Reang, Distt: Darjeeling (WB), PIN- 734008.

13.0 Qualifying Criteria:

- i. The bidder should be manufacturer of equipment / system of required capacity / configuration.
OR
Authorized dealer of a manufacturer of the equipment/system 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. **Bid specific authorization shall not be considered.**
- ii. A valid ISO certification of Manufacturer for manufacturing the specified equipment/system should be submitted with the bid.
- iii. **Make / Model of offered item along with Technical datasheet / Technical Brochure** should be submitted with the bid.
- iv. 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 a parallel for the same item. All such bids with same make/ manufacturer will be rejected.
- v. Bidder should have supplied at least two similar equipment / systems of same or higher capacity in previous seven years. The bidders should submit authenticated copies of supply orders for the type / model / make of offered equipment issued by various clients.
- vi. Similar equipment orders shall mean "**Supply of revolving search light**".
- ~~vii. The equipment supplied should have performed satisfactorily for one year from the date of commissioning. The bidders should furnish the performance report from the clients as a supporting document.~~
- viii. In case of experience certificates produced by the contractors for having executed works for Private Organizations, TDS Certificates shall also be produced along with experience certificate.
- ix. 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 invite.
- x. Duly sealed and signed copy of Buyer Added Bid Specific ATC and Detailed Technical Specification as a token of acceptance & compliance (refer Specification Document in the Bid Document).

~~**14.0 Financial Criteria:**~~

~~a. **Turnover:**~~

~~The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2024 should be at least Rs. 3.00 Lakh 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 or equivalent in relevant countries.

~~b. Working capital:~~

~~The working capital (current assets minus current liabilities) shall be equal to at least **Rs. 4.33 Lakh**~~

~~c. Net Worth:~~

~~The net worth of the bidder firm (manufacturer or principal of authorised representative) (i) should not be negative on 31st March 2024 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 on 31st March 2024.~~

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

Documents to be submitted by the bidder in support of their meeting the above specified financial criteria are as under:-

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

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

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

~~d) Declaration regarding proceedings for insolvency under the Insolvency and bankruptcy Code 2016 (as amended time to time) shall be submitted by the bidder on Company Letter head.~~

15.0 List of Documents to be submitted online:

- i. Soft copy of Demand Draft of amount indicated in the bid document / Relevant & Valid MSE Certificate / Relevant & Valid Startup Certificate / Insurance Surety Bond (if applicable) as per format annexed (Annexure-B) / Bank Guarantee (if applicable) as per format annexed (Annexure-C) in lieu of EMD requirement.
- ii. Copy of PAN.
- iii. Copy of GST Registration Certificate.
- iv. Bank Details in the form of Cancelled Cheque / ECS Form (Annexure-E) duly filled & certified by concerned bank.
- v. Certificate of Incorporation, if applicable.
- vi. Article of Association (AoA) / Memorandum of Association (MoA), if applicable.
- vii. Board Resolution, if applicable.
- viii. Partnership Deed, if applicable.
- ix. Power of Attorney (PoA).
- x. Copy Valid General Authorized Dealership Certificate, if applicable.
- xi. Copy of Valid ISO certification of Manufacturer for manufacturing the specified equipment/system.
- xii. Duly Sealed & Signed copy of Work Experience Documents as per Clause No. 13.
- xiii. Duly Sealed & Signed copy of Financial Documents as per Clause No. 14.
- xiv. Duly sealed & signed copy of Buyer Added Bid Specific ATC along with Technical Specifications as a token of acceptance & compliance.

- xv. Duly filled, sealed & signed copy of General Information (Form-1).
- xvi. Duly filled, sealed & signed copy of Form of Declaration i.e. No Deviation (Form-2).
- xvii. Duly filled, sealed & signed copy of Form of Declaration of Ineligibility (Form-3).
- xviii. Duly filled, sealed & signed copy of Undertaking regarding near relative to official of the Employer (Form-4).
- xix. Duly filled, sealed & signed copy of Form of Declaration of Start-up (Form-5).
- xx. Duly filled, sealed & signed copy of Form of Declaration of MSME (Form-6).
- xxi. Duly filled, sealed & signed copy of Form of Integrity Pact, if applicable (Form-7).
- xxii. Duly filled, sealed & signed copy of Certificate of Insolvency (Form-8).
- xxiii. Duly filled, sealed & signed copy of Certificate of Minimum Local Content (Form-9).
- xxiv. Duly filled, sealed & signed copy of Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 regarding procurement from bidders from a country or countries sharing Land Border with India (Form-10).
- xxv. Duly filled, sealed & signed copy of Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules (Form-11).

16.0 INTEGRITY PACT:

~~To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.~~

~~The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/ fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process.~~

~~All Applicants shall enter into an Integrity Pact (to be executed on plain paper) with the Employer at the time of submission of their Bids. The Integrity Pact digitally signed / signed on behalf of the Employer shall be as per Form-7 (attached separately in Buyer Added Bid Specific terms & Conditions). The Integrity Pact shall be downloaded, printed and signed by the Applicant and to be submitted online.~~

~~Successful bidder shall submit duly executed Integrity pact on Non-Judicial Stamp paper of appropriate value prior to signing of Contract Agreement.~~

~~To oversee the compliance of obligation under the Integrity Pact, following have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEM is as under:~~

S. No.	Name & Address
1	Sh. Prabhash Singh, E7M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh 462016, Email: srgmhrbp@gmail.com
2	Sh. Upendra Malik, B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida-201315 (UP) Email: upendra.malik@gmail.com

~~17.0 OFFLINE SUBMISSIONS:~~

- ~~i. Earnest Money (EMD)/ Bid security forming part of Techno Commercial bids shall be submitted offline (i.e. physically) as per the Bid Document, in a separate sealed envelope bearing on the top the reference of the **Tender specification/Bid Number to “Deputy General Manager (P&C), TLD -III Power Station, NHPC Ltd., Rambi PO Reang, West Bengal, Pin: 734008”**, which must be delivered within 5 days of end date of bid submission.~~
- ~~ii. The scanned copy(ies) of EMD/ Bid security are to be uploaded online on the GeM portal along with the Bid as provided in Bid Document i.e. Demand Draft / Insurance Security Bond (as per annexure attached)/ Bank Guarantee / Notarized copy of valid relevant MSEs Certificate towards Bid Security/ EMD.~~
- ~~iii. These envelope(s) shall not contain anything else. This part of bid should not contain any “Price information”.~~
- ~~iv. If any discrepancy is found between the submitted DD/BG/ Insurance Security Bond towards Bid Security/ EMD and the scanned copy of same uploaded online then the online bid shall be liable for rejection.~~

Form No.....

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE
(To be executed on Non-Judicial Stamp paper of appropriate value)
 (Insurance Surety Bond No.....)

Date

(Name of the Contract)**To:**

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

Dear Sirs,

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

We[*Name & Address of the Insurance Company*] ..'..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the 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 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 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 up to(+)
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before@.....

Dated thisday of 20..... at.....

WITNESS

Signed for and on behalf of the Insurance Company

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

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 thirty (90) days beyond the issue of defect liability period as specified in the Contract.
(+) This date will be the date of issue of defect liability Certificate.
- 2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
- 3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

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

DELETED

Bank Guarantee Format for Earnest Money

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

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 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 Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

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.

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

This guarantee 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 Bank not later than the above date.

For and on behalf of the Bank

in the capacity of

Common Seal of the Bank with complete address including Tel./fax. Nos. Staff Authority No. of the officer of the Bank/Signatory

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST 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/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the 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.~~

~~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.~~

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

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

Bank Guarantee No.

Date.....

To:

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

Dear Sirs,

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

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

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

by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

iv) Our liability under this Bank Guarantee shall not exceed """"..

v) This Bank Guarantee shall be valid up to """"""

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

Dated thisday of 20'..... at.....

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

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

2.
(Signature)

.....
(Name)

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

(@) This date will be Ninety (90) days beyond the Contract period as specified in the Contract. The Bank Guarantee shall be released after completion of job and upon certification by Engineer/ Officer -in-charge.

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

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

In case the same is issued by a first class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

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

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

5. The bidder shall provide SFMS code for the BG submitted against Performance Security.

Revised Technical Specification of Revolving Search Light

Revolving Search Light As per MHA QRs (Q3 Category):-

Golden Parameter:

Make in India: Yes

MSE: All

Material of Construction: Casing and Body of search light should be tubular heavy-duty water resistant and one piece moulded with integral handle of ABS

Length, Maximum (Cm): 40.0

Front Diameter, Maximum (Cm): 25.0

Rear Diameter, Maximum (Cm): 20.0

Battery Type: sealed Maintenance free battery or dry battery from 6 to 12 volts

Other Parameter:

Wattage- 50W

Type of lamp- LED

Type of rotation- Motorised

Movement- LEFT, RIGHT, UP, DOWN

Distance Visibility, Minimum: In Pitch darkness it should make objects at a minimum distance of 500 meter clearly visible

Battery Rotation: Horizontally up to an angle of 360 degree

Operation: It should be operated by remote controller with minimum 10 meter range

Standard Warranty: 1 year

Availability of ISO Quality Certification: Yes

Availability Of Test Report From Central Govt/ NABL accredited/ ILAC accredited Lab To Prove Conformity To Specification: Yes

FORM – 1

(General Information)

Bidders are requested to complete the information

1.	Name of firm	Corporate Identity No. (CIN):.....				
2.	Head office address	Country:				
	Principal Place of Business:					
3.	Telephone Mobile No. Email	Contact Person(s) Name Title/Position				
4.	Place of incorporation / registration Date					
5.	Legal status of firm					
	Field of specialty in business					
6.	Whether Start-up :		MSE	Startup		
7.	Number of present permanent employees:		Detail	Civil Engineers	Other Engrs	Non Engineering
			Nos.			
8.	Quality assurance system in head office	Certified by:				
9.	Agent or representative in INDIA Name Address Telephone	(if exists) Fax & Email				

10	<p>Authorization of Person(s) signing the bid on behalf of the Bidder</p> <p>a) Full Name:</p> <p>b) Designation:</p> <p>c) Signing as:</p> <p><input type="checkbox"/> A sole proprietorship firm: The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,</p> <p><input type="checkbox"/> A partnership firm: The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,</p> <p><input type="checkbox"/> A company: The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.</p> <p><input type="checkbox"/> A Society: The person signing the bid is the constituted attorney.</p> <p><i>Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution</i></p>
11	<p>Following documents w.r.t. legal status of the firm / company shall be furnished by the bidder:</p> <p>I. In case of Sole Proprietorship Concern:</p> <p>i. The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details.</p> <p>ii. A deed of declaration by the Proprietor, that no other individual or company has any share in the concern.</p> <p>II. In case of Partnership Firm:</p> <p>i. Certified photocopy of the Partnership Deed, with upto date amendments (if any).</p> <p>ii. Registration certificate issued by the Registrar of Companies concerned, if any.</p> <p>iii. In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.</p> <p>III. In case of Private Limited Companies:</p> <p>i. Certified to be true and upto date amended copy of Memorandum and Articles of Association of the Company.</p> <p>ii. Certificate of incorporation of the Company.</p> <p>IV. In case of Public Limited Companies and Statutory Corporations:</p> <p>i. Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.</p> <p>ii. Certificate of Incorporation of the company - In case of public limited Co. only.</p> <p>iii. Certificate of Commencement of Business - In case of public limited Co. only.</p>

(Seal & Signature of Bidder)

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

Form-2

(To be filled and uploaded online)

Self-Declaration by the Bidder

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

(Seal & Signature of Bidder)

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

Form-3

(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 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.

Form-4

(To be filled and uploaded online)

(Undertaking regarding near relative to any official of the Employer)

I / We (Name of bidder) confirms that following persons are near relatives to the officials of the Employer working with our firm / company:

Sr. No.	Name and Designation of Employee of Bidder	Name and designation of near relative working with Employer	Relation
1			
2			
3			

(Seal & Signature of Bidder)

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

Form-5
(to be filled and uploaded online)

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

DECLARATION / UNDERTAKING

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

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

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

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

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

(Seal & Signature of Bidder)

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

Form-6

(to be filled and uploaded online)

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

DECLARATION / UNDERTAKING

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

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

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

(Seal & Signature of Bidder)

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

Form-7

(To be filled and uploaded online)

(Format of Integrity Pact)

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

PRE - CONTRACT INTEGRITY PACT

(Attached Separately)

Form-8

(To be filled and uploaded online)

(Declaration Regarding Insolvency Proceedings under Insolvency and Bankruptcy Code 2016)

Subject: In respect of Domestic Competitive Bidding for Bid No.

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against
(Name of the bidder) under the Insolvency and Bankruptcy Code 2016”.

Further, it is declared that after submitting the bid till the time of award of work, (Name of the bidder) shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against (Name of the bidder) and any suppression of such fact shall render the (name of the bidder) liable for rejection of our bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

(Seal & Signature of Bidder)

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

Form-9

(To be filled and uploaded online)

(Format for Self-declaration for Local Content in accordance with Public Procurement (Preference To Make In India) Order 2017 and as amended from time to time)

We ,M/s.....(name of Bidder) having registered office at

.....(Address of the Company) confirm that , we have examined the **Make In India** provisions circulated by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade (DPIIT), vide order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 , MoP order No. 11/05/2018-Coord. dated 28.07.2020, MoP order no. 11/05/2018- Coord dated 17.09.2020 and MoP order no. A-1/2021-FSC/Part-5 dated 16.11.2021 and its amendment thereof related to “Local content”, “Class-I local supplier”, “Class-II local supplier” & “Local content percentage” and other provision mentioned therein Further, we also acknowledge that in case, it has been found that the declaration against local content percentage given by us is false then action can be initiated against us as per Govt. Guidelines under Make in India issued from time to time.

Name of the bidder	Country of origin	(% of local content to be mentioned by bidder)

Further we declare that cyber security/safety of the equipment/ process to be supplied / services to be rendered as safe to connect.

Note:

1. The responsibility of e-waste and its recycling/disposal shall be the responsibility of the registered e-waste handlers/Manufacturers/Suppliers. The list of registered e-waste handlers/Manufacturers/Suppliers for the corresponding items is to be given by the contractor.
2. All the items/components shall be supplied in compliance to cyber security policies/guidelines 2021 issued by CEA and any amendments thereof. The applicable security standards already specified in the contract.
3. Further, all bidders shall keep on visiting website of department for promotion of Industry and Internet Trade (DPIIT), Ministry of Commerce & Industry i.e. <https://dpiit.gov.in> to get updated/latest information regarding public procurement (Preference to Make in India) Order 2017.

(Seal & Signature)

Note: This ‘Declaration’ should be on the letter head of Original Equipment Manufacturer (OEM).

Note: In case of Procurement for a value in excess of Rs.10 crores, the Class-I local supplier/Class-II Local supplier' shall be required to provide a certificate from the statutory auditors or cost auditors of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Form-10

(To be filled and uploaded online)

(Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 regarding procurement from bidders from a country or countries sharing Land Border with India.)

I/We (name of bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.

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

I/we (name of bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Evidence of valid registration by the Competent Authority is hereby attached. (Strikeout whichever is not applicable)

(Seal & Signature of Bidder)

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

Form-11

(To be filled and uploaded online)

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

To,
M/s NHPC Ltd.
Teesta Low Dam-IV PS,
Kalijhora, Distt. Darjeeling.

Subject : Tender No.....

Dear Sir,

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

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

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

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

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

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

(Seal & Signature of Bidder)

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