

NHPC LIMITED
(A GOVT. OF INDIA ENTERPRISE)



CIN: L40101HR1975GOI032564

E-Tender Document

For

**“Providing Security Services at NHPC Office Complex, Faridabad
by DGR Sponsored Security Agency”**

Tender Reference No.: NH/CCW/CC-II/CO-283/PR10023/252

December 2023

TABLE OF CONTENTS

Sl. No.	Sections	Description	Page No.
1.	SECTION- I	Notice Inviting Tender (NIT)	4-7
2.	SECTION- II	Instructions to Bidders (ITB)	9-21
3.	SECTION- III	Form of Declaration	23
4.		ECS Form	24
5.		Bid Proforma	25
6.		Declaration of Ineligibility	26
7.		Declaration regarding Insolvency and Bankruptcy Code, 2016	27
8.		Format-6- DELETED	28
9.		Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) order (Format-7)	29
10.		Integrity Pact	30-50
11.	SECTION- IV	Conditions of Contract	52-65
12.		Form of Agreement	66
13.	SECTION- V	Schedule of Quantities and Prices	68

SECTION - I

NOTICE INVITING TENDER (NIT)

NHPC LIMITED
(A Government of India Enterprise)
Regd. Office: NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

Notice Inviting E-Tender (NIT) -Web Notice

Online bids (e-tender) are invited in single stage- two part bidding basis Cover-I: Technical-bid and Cover-II: Financial Bid for and on behalf of NHPC Limited (A Govt. of India Enterprise) from eligible DGR Sponsored agencies/ companies/ corporation for **“Providing Security Services at NHPC Office Complex, Faridabad by DGR Sponsored Security Agency”** on *Limited Tender* Basis.

1. The complete bid/ tender document can be viewed and downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal. The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> upto Bid Submission Closing Date & Time of tender. The brief details of the tender are as under:

Sl. No.	Item	Description
i)	Mode of tendering	e-Procurement System Cover-I: Online Techno-Commercial Bid Cover-II : Price Bid
ii)	Tender ID No.	2023_NHPC_785112_1
iii)	Tender Reference No.	NH/CCW/CC-II/CO-283/PR100214/252
iv)	Estimated Cost	Rs. 6,05,93,775/- (including GST)
v)	Period of Bid Validity	120 days
vi)	Completion Period	24 Months
vii)	Tender inviting Authority	General Manager (CC-II), 2 nd Floor, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
viii)	Venue for opening of bids	Contracts Civil Division, 2 nd Floor, NHPC Ltd., Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

2. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Publishing Date & Time	14.12.2023 (10:00 Hrs)
ii)	Document Download Start Date & Time	14.12.2023 (10:30 Hrs)
iii)	Bid Submission Start Date & Time	14.12.2023 (10:30 Hrs)

iv)	Online Bid Submission Closing Date & Time	04.01.2024 (15:00 Hrs)
v)	Bid Opening Date & Time (Cover-I)	05.01.2024 (15:30 Hrs)
vii)	Price bid Opening Date & Time (Cover-II)	Date & time to be intimated later to the bidders, whose Techno-commercial Bids will be found responsive.

3. Eligible Bidder

3.1 Bids from those Bidders to whom the Tender documents have not been issued by the Employer, will not be considered.

3.2 a) Bidders should have valid PAN, EPF Registration Certificate duly issued by RPFC, GST Registration No., DGR Empanelment Certificate.

b) All bidders who are **Class-I Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended are only eligible. Further, Local content / Class-I local supplier etc. defined in ITB clause 19, in this regard bidders must submit undertaking as per Format-7.

3.3 Bidders shall not be under declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact (Clause No. 2.4 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/ black-listing /debarment after submission of bid till award of Tender. Self-Declaration in this regard is to be submitted as per enclosed Performa (Format-4, Section-III)..

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

3.4 To improve transparency and fairness in the tendering process and/or during execution of work undertaken, the Purchaser/Employer is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the Purchaser/ 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 Purchaser/ 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 Purchaser/Employer at the time of submission of their Bids. The Integrity Pact digitally signed on behalf of the Purchaser/Employer is provided as Format-8 Section-III. The Integrity Pact shall be downloaded, printed and signed by the Applicant. The scanned copy shall 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 Dr. Vinod Aggrawal, IAS (Retd.) & Shri Prabhash Singh, ITS (Retd.) have been appointed as Independent External Monitor (IEM) by the Purchaser/ Employer. The Contact address of IEM is as under: (Name of IEM May be changed as communicated time to time.

Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2 nd Floor, New Delhi-110017 E-mail: arsv50@gmail.com	Shri Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 Email: srgmhrbpl@gmail.com
--	---

- 3.5 The Bidder against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016, or as amended from time to time shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time (IBC 2016 hereafter). In case, bidder in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.
- An undertaking as per enclosed Proforma (Format-5, Section-III) that “no insolvency proceeding is admitted by the Adjudicating Authority against bidder under the IBC 2016” shall be submitted on letter head duly signed by the authorized representative of bidder.
- Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.
- 3.6 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.
4. Bidders will submit duly signed documents/ certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

5. In the event of the specified date for the submission of bids being declared a holiday for the Client, the date and time for online submission of the bids shall continue to be the date and time specified above or any amendment for the same.
6. 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.
7. At any time prior to the deadline for submission of bid, the Employer may amend the Tender Document by issuing corrigendum/ addenda which shall be notified on portal <https://eprocure.gov.in/eprocure/app>. Therefore, the bidders are advised to visit the site regularly before deadline for submission of bids.
8. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
9. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Employer, shall be in the English language.
10. Employer reserves the rights to cancel the tendering process at any time before award of work without assigning any reasons thereof.
11. In case of any difference between wordings of English and Hindi version of 'NIT', English version shall prevail.

For & on behalf of NHPC Ltd.

General Manager (CC-II),
Contracts (Civil) Division, 2nd Floor,
NHPC Office Complex, Sector-33,
Faridabad-121003 (Haryana),
Tele # 0129-2254677
E-mail:contcivil2-co@nhpc.nic.in

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

1.1. Online bids (e-tender) under two cover system is hereby invited for and on behalf of NHPC Limited for “**Providing Security Services at NHPC Office Complex, Faridabad by DGR Sponsored Security Agency**” *on Limited Tender Basis* as per enclosed Schedule of Quantities & Prices. The complete tender can be downloaded from NHPC website www.nhpcindia.com (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>.

1.2. The Tender Document comprises of documents listed below and addenda issued if any:

- i) Section-I- Notice Inviting Tender (NIT),
- ii) Section-II- Instructions to Bidders (ITB),
- iii) Section-III- Forms and Schedules,
- iv) Section-IV- Conditions of Contract, Form of Agreement.
- v) Section-V- Schedule of Quantities and Prices

1.3. This section of the bidding document provides the information necessary for bidders to prepare online responsive bids in accordance with the requirement of the Client/ Employer. It also provides information on online bid submission, opening, evaluation and award.

1.4. Instructions for online bid submission:

The Techno-commercial Bid and Price Bid to be submitted on-line at Central Public Procurement e-Portal <https://eprocure.gov.in/eprocure/app>. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1.4.1 Registration:

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

- vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

1.4.2 Searching for Tender documents:

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, 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 CPP 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 to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

1.4.3 Preparation of Bids:

Technical Bid and Price Bid to be submitted on-line at <https://eprocure.gov.in/eprocure/app>.

- i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- ii) 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.
- iii) 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.
- iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided to

the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” or “Other Important Documents” area as per tender requirements while submitting the bid, and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

1.4.4 Submission of Bids:

Two-Part Bid procedure shall be adopted for submission and evaluation of the bids. The Bidder shall accordingly prepare and submit the bids containing the required documents up to the date and time given in NIT. The bidder shall prepare the bid and submit the bid in following manner:

- 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) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- iii) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iv) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- v) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- vi) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Bill of Quantities, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Bill of Quantities file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in Cover-II will result in rejection of the tender.

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

- viii) After the bid submission (**i.e. after Clicking “Freeze Bid Submission”** in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- ix) Bidders 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.
- x) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

1.4.5 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 CPP Portal Helpdesk. Toll Free **Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787 .**

E-mail: support-eproc[at]nic[dot]in

Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

2. Eligible Bidder:

- 2.1 Bids from those Bidders to whom the Tender documents have not been issued by the Employer, will not be considered.
- 2.2 a) Bidders should have valid PAN, EPF Registration Certificate duly issued by RPFC, GST Registration No., DGR Empanelment Certificate.
- b) All bidders who are **Class-I Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended are only eligible. Further, Local content / Class-I local supplier etc. defined in ITB clause 19, in this regard bidders must submit undertaking as per Format-7.
- 2.3 Bidders shall not be under declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact (Clause No. 2.4 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/

black-listing /debaring after submission of bid till award of Tender. Self-Declaration in this regard is to be submitted as per enclosed Performa (Format-4, Section-III)..

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

- 2.4 To improve transparency and fairness in 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. Entering into Integrity Pact as per Performa (enclosed in forms and procedure) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact Dr. Vinod Aggarwal, IAS (Retd.) & Shri Prabhash Singh, ITS (Retd.) have been appointed as Independent External Monitor (IEM) by the Purchaser/ Employer. The Contact address of IEM is as under: (Name of IEM May be changed as communicated time to time.

Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2 nd Floor, New Delhi-110017 E-mail: arsv50@gmail.com	Shri Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 Email: srgmhrbpl@gmail.com
--	--

(Note: Integrity pact to be included /excluded as per threshold limit circulated by NHPC Corporate office. However, the Guidelines for Banning of Business Dealings shall be part of all contracts)

- 2.5 The Bidder against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016, or as amended from time to time shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time (IBC 2016 hereafter). In case, bidder in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking as per enclosed Proforma (Format-5, Section-III) that “no insolvency proceeding is admitted by the Adjudicating Authority against bidder under the IBC

2016” shall be submitted on letter head duly signed by the authorized representative of bidder.

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

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

3. Cost of bidding document:

- 3.1 Complete bid document can be viewed and downloaded from NHPC Ltd. website www.nhpcindia.com (for reference only) and Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>.
- 3.2 The bidder shall bear all costs associated with the preparation and submission of his bid, negotiation discussions etc. in the process of finalization of Contract and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Note: Mere issuance of Bid document to prospective Bidders 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.

4. Earnest Money Deposit (EMD)/ Bid Security : DELETED

5. Clarification of Bidding Documents:

- 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail or facsimile at the address indicated in the NIT. The Employer will respond to any request for clarification received earlier than 05 days prior to the deadline for submission of bids. Employer’s response will be published on the CPP portal <https://eprocure.gov.in/eprocure/app>, including a description of the inquiry, but without identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.
- 5.2 Any modifications in the Tender documents, shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 5** of ITB.

6. Amendment of Bidding Documents:

- 6.1 Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.
- 6.2 Any addenda/ corrigenda issued prior to submission of bids would be put up on the CPP portal <https://eprocure.gov.in/eprocure/app> as well as on NHPC website www.nhpcindia.com. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders have to check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.
- 6.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the Employer shall extend as necessary the deadline for the submission of bids.

7. Language of bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

8. Bid Currency:

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

The EPF contribution on the part of Employer in respect of this Contract shall be paid by the Contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the Officer-In-Charge to the Contractor on actual basis on production of documentary evidence.

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

9. Bid Validity:

- 9.1 Bids shall remain valid for a period of **120 days** after the deadline date for bid submission specified in NIT.
- 9.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or facsimile. A

bidder may refuse the request of Employer. A bidder agreeing to the request will not be required or permitted to modify his bid.

10. Preparation, Receipt and Signing of Bid:

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Employer in any circumstances.

10.1 Online Submission:

10.1.1 Cover-I: This shall be named “Technical Bid”. No bid price related information shall be mentioned in the Technical Bid. Techno-commercial Bid shall comprise:

- i) Scanned copy of PAN, EPF Registration No., GST Registration No., DGR Empanelment Certificate as per **Clause 2.2** of ITB.
- ii) Declaration in respect of banning/ de-listing as per **Clause 2.3** of ITB.
- iii) Integrity Pact along with Annex-A and its Appendix-I to IV as per **Clause 2.4** of ITB.
- iv) Form of Declaration, ECS Form, Bid Proforma, as per format appended in Section-III.
- v) Declaration regarding Insolvency and Bankruptcy Code, 2016 (Format-5)
- vi) DELETED
- vii) Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) order (Format-7)
- viii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender
- ix) Scanned copy of all the documents indicated in **Clause 10.2.1** of ITB

10.1.2 Cover-II: It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantities and Prices.

Financial Bid shall be submitted in Electronic Form on the portal by the date & time as specified in NIT. Submission of the “Financial Bid” by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.

10.2 DELETED

10.3 DELETED

10.4 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same shall be furnished with the bid.

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

10.6 Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc.” shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Employer.

- 10.7 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
- 10.8 Bidders are required to quote Service Charge as per DGR notification for “Area-A” (in percentage only) in the price bid, as applicable vide DGR notice of revision of minimum wages for area ‘A’ w.e.f. 01.04.2019 issued on 16.04.2019 or latest notification.
- 10.9 The percentage rates quoted shall be inclusive of all taxes and duties etc. but excluding Goods and Services Tax (GST).
- The Goods and Services Tax (GST) as applicable on the subject services shall be borne by the Employer as per GST Act/ Rules.
- 10.10 The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders’ standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
- 10.11 The bidder shall submit rate analysis of quoted price if so desired by the Employer.
- 10.12 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.

11. Late Bid:

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.

12. Modification, Substitution and Withdrawal of Bid:

- 12.1 After Submission of bid, the bidder can re-submit revised bid any number of times but before stipulated deadline for submission of bid. The bidders are advised not to withdraw their bids, as once the bid is withdrawn they cannot participate in the same tender again.
- 12.2 The server time (which is displayed on the bidder’s dashboard) will be considered as standard time for referencing the deadline for submission of the bids by the bidders, opening of bid etc. The bidder should follow this time during bid submission.
- 12.3 No bid shall be withdrawn or modified/ revised in the interval between the bid submission deadline and the expiration of the Bid Validity period specified in the bid document. Withdrawal or modification of a bid during this interval will result their bid non-responsive.

13.0 Opening of Bids by Employer:

- 13.1 The Employer/ Authority inviting Tender will open the bids received (except those received late) in the presence of the bidders/ bidder’s representatives who choose to attend at the time, date and place specified in the NIT. The Bidders/ Bidder’s representatives who are present shall

sign a register evidencing their attendance. Bidder(s) can also view Bid opening online on the CPP portal <https://eprocure.gov.in/eprocure/app> at their end.

In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

13.2 Online Cover-I i.e. Technical Bids shall be opened first.

13.3 Cover-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per **Clause 2** as well as techno-commercially responsiveness as per **Clause 14** of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

13.4 The Cover-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. The Financial Bid shall be opened online in presence of Bidder's representatives who wish to be present at the notified time and place. Bidder(s) can also view Bid opening online on the CPP portal <https://eprocure.gov.in/eprocure/app> at their end.

13.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened and will be Archived' unopened. The decision of the Employer will be final and binding in this regard.

14.0 Examination of Bids and Determination of Responsiveness:

14.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:

- (a) meets the eligibility criteria defined in **Clauses 2 of ITB**;
- (b) has been properly signed;
- (c) is accompanied by the required securities; and
- (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantities and Prices, Technical Specifications and Drawings, if any.

14.2 A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:

- a) which affects in any substantial way the scope, quality, or performance of the Works;
- b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
- d) which is inconsistent with the bidding documents,

- 14.3 If a “Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 14.4 During techno-commercial Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer’s request for clarification, its Bids may be rejected.
- 14.5 In case bidder quoting Service Charge below DGR Guidelines, shall not be considered and their bid shall be rejected.

15. Evaluation and Comparison of Bids:

The Employer will evaluate and compare the Cover-II i.e. Financial Bid of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with **Clause 14** of ITB.

16. Award Criteria & Employer’s Right to accept any bid and to reject any or all Bids:

- 16.1 The Employer will award the Contract to the Bidder who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of **Clause 2** of ITB; (b) determined substantive responsive and (c) and who has offered the lowest Evaluated Bid Price pursuant to **Clause 15**.
- 16.2 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.
- 16.3 In the event of more than one security agency quoting same service charge, then NHPC shall award the contract to the senior most empanelled agency sponsored by DGR.
- 16.4 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the “Letter of Acceptance”, which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
- 16.5 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement with NHPC on non-judicial paper of appropriate value as per Stamp Act in the format appended within 10 days from the date of issue of Letter of Acceptance.

17. Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

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

- i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive 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.
- b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- c) The Employer may declare a firm 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.

18. Contacting the Employer:

- 18.1 Subject to ITB Clause 13.4, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.
- 18.2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

19. Public Procurement (Purchase Preference to Make in India) :

Definition of Make in India:

A) Definitions

Local content: means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class-I local supplier: means a supplier or service provider, whose Goods/ Services /Works offered for procurement, meets the minimum local content as prescribed for "Class-I local supplier" under this order.

For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.

B) Verification of local content:

- a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'.
- b) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

SECTION - III

FORMS AND SCHEDULE

FORM OF DECLARATION

M/s-----**(name of Tenderer)** having its registered office at
----- (hereinafter referred to as 'the Tenderer') having
carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for “-----
-----**(name of the Work)**”, the local and site conditions and having
undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and

The above statement submitted by us is true and correct to our best knowledge.

Dated:

For and on behalf of the Tenderer
(To be signed by Power of Attorney Holder)

ECS – Form

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

1. BIDDER'S NAME	:	No.
a) ADDRESS	:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
b) Phone/ Mobile No.	:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
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

BID PROFORMA

Sl. No.	Description of information	Replies by the bidder
1.	Name of the Firm/ Company	:
2.	Complete Address of Regd./Head Office	
	i) Postal	:
	ii) Telephone/ Fax	:
	iii) E-mail	:
3.	Former name of Firm/ Company (if any)	:
4.	Type of the Firm /Company (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.)	:
5.	Year and place established	:
6.	Have your Company ever been declared Bankrupt (if yes give the details)	:
7.	Whether the Prices quoted are firm/variable	: Firm
8.	Validity period of tender, reckoned after the deadline date for bid submission.	: 120 days
9.	Whether furnished & filled all schedules/ : annexure appended to tender document	
10.	GST Registration No. (GSTIN)	:
11.	HSN/ SAC Code	:
12.	EPF No.	:
13.	PAN	:
14.	DGR Empanelment No. & Date	:
15.	DGR Sponsorship Letter No. & Date	:

Station : _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation: _____ (of

the authorized representative of the
bidder) Official Seal of the Company:

FORM OF SELF DECLARATION OF INELIGIBILITY
UNDERTAKING

I/ We, M/s (Name of Bidder) hereby certify that I/we are not under the declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business Dealings (Annex A) to Integrity Pact (ref Clause No. 2.4 of ITB) at the time of submitting of 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 the Bidder)

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

[To be uploaded online (scanned copy)]

Declaration regarding insolvency proceedings under Insolvency and Bankruptcy Code 2016

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against (*name of the bidder / Sub-Contractor*) under the IBC 2016”.

Further, it is declared that after submitting the bid till the time of award of work (*name of the bidder/ Sub-Contractor*) 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/ Sub-Contractor*) and any suppression of such fact shall render the (*name of the bidder/ Sub-Contractor*) 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: To be submitted on letter head duly signed by the authorized representative of bidder /Sub-Contractor.

Format-6
DELETED

Name of Work : Providing Security Services at NHPC Office Complex, Faridabad by DGR Sponsored Security Agency

Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) order:

Item Description	Country of Origin	% of Local Content
Providing Security Services at NHPC Office Complex, Faridabad by DGR Sponsored Security Agency	India	

Please indicate the percentage of local content as per definition of Class-I Local Supplier.

(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)

(Format of Integrity Pact)
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 Providing of Security Services at **Providing Security Services at NHPC Office Complex, Faridabad by DGR Sponsored Security Agency** and the Bidder/Contractor is willing to offer against NIT No. **2023_NHPC_785112_1**

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

NOW, THEREFORE,

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

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

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 COMMITMENTS OF THE EMPLOYER:

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

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

The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:-

- 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any

Amst

official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any / all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Limited

Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

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

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

4.0 PREVIOUS TRANSGRESSION:

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

5.0 EARNEST MONEY (SECURITY DEPOSIT):

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

6.0 SANCTIONS FOR VIOLATIONS:

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

33
Aunst

- (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 Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHPC Limited (**Annex-A**), which may be further extended at the discretion of the Employer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7.0 INDEPENDENT EXTERNAL MONITOR(S):

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

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

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.

Amst

- 7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he/ she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and recuse himself/ herself from that case.
- 7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the CMD, NHPC Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word 'Monitor' would include both singular and plural.

8.0 FACILITATION OF INVESTIGATION:

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

9.0 LAW AND PLACE OF JURISDICTION:

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

10.0 OTHER LEGAL ACTIONS:

- 10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 10.2 Changes and supplements as well as termination notice need to be made in writing.
- 10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 VALIDITY:

- 11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.
- 11.3 Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the Employer

For & On behalf of the Bidder/ Contractor

(Official Seal)

Amir
14/12/2023

(Official Seal)

Place: Faridabad

Place-----

Date-----

Date-----

Witness

Witness

1. _____
(Name and address)

1. _____
(Name and address)

2. _____
(Name and address)

2. _____
(Name and address)

Guidelines on Banning of Business Dealings

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

4.0 Initiation of Suspension /Banning

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

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the

Ans

investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/ Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region / Corporate Office (in case the works awarded/ under Tendering from Corporate Office). In case of falling in the competency of HOP or below suspension shall be effective throughout the Project/ Power Station and attached liaison offices/ units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I.**
- 6.0 Ground on which Banning of Business Dealings can be initiated**
- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfil 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.

Ans

- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

7.0 Procedure for Banning of Business Dealings

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

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

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

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

7.4 Show Cause Notice

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

The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The

grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

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

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

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

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

7.5 Speaking Order

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

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

7.6 Period of banning

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

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

refuses to reimburse such cost to NHPC then banning period of Agency shall be extended by another one year.

7.7 Effect of Banning

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

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

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

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

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

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

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

Handwritten signature/initials

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

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

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

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

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

Agst

(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) nodt. you have submitted your bid . (strike out whichever is not applicable)

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

Brief of the default

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

This order shall have the following effects:

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



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

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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable



(Format of Show Cause Notice)
BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.



(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Banning of Business Dealings

Dear Sir,

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

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

“ Brief of the Default may be mentioned”

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

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

This order shall have the following effects:



- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period ofyears/ month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- vi) (a) In case the Firm is in Joint Venture the following would also be applicable:
 - i) **Participation of Agency in Joint Venture**
Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.
 - ii) **Banning of joint Venture:**
As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.
- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.
Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.
- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
- (d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not



participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, 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



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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Suspension / Banning of Business Dealings - Intimation of decision of Appellate Authority

Ref: 1. Order dated Placing M/s on Suspension/Banning List by NHPC;
2. Your Appeal reference Dt.....

Dear Sir,

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

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

- * There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of years/month from the date of order, as ordered by the original Authority is upheld,
- * Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld, but with a reduction in period of Suspension/Banning for years/months from the date of order of original authority;
- * Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable)

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

Yours faithfully,
For & On behalf of NHPC



SECTION - IV

CONDITIONS OF CONTRACT
FORM OF AGREEMENT

CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

1.1 The security services of **NHPC Office Complex, Faridabad** on Single Responsibility Job Contract basis includes the following works in its scope: -

- a) Round the clock security at **NHPC Office Complex, Faridabad**. The Contractor shall organize most effective security at these locations so as to prevent pilferage of any property, to prevent entry of any unauthorized persons into the office premises, prevention of damage and/ or mischief to any property and/ or omission of any offence concerning any property/ men and inform to NHPC about the omission or apprehension of any danger to the safety of the men and property i.e. both movable and immovable property of NHPC.
- b) To take preventive steps and anti-crime measures to avoid theft, pilferage and sabotage in the assigned area and to maintain a close liaison with police and other authorities.
- c) The security services are required to safeguard vehicles etc. and keep a check against pilferages and leakage of revenue and property, to maintain discipline, identify security and fire hazards and organize/ suggest remedial action thereof effectively. Agency shall deploy their members of security force at such strategic points and in such manner as may be mutually decided from time to time in consultation with Officer-In-Charge or his representative.

1.2 Agency shall provide manpower detailed as hereunder:-

S. No.	Description	Man Power
1.	Security Supervisor	3
2.	Security Guards (Unarmed)	47
	TOTAL	50

As per requirement of work, the number of posts and Manpower may be increased/ decreased/abolished by the Corporation and the contractor will provide/withdraw the manpower on short notice.

2. OBLIGATIONS OF THE CONTRACTOR:

- i) Only Ex-Service person will be engaged by the contractor. However, only in case of emergency as an exception, minimum 90% ex-army man should be there at all time. If any non-ex-army service man is engaged by the Contractor, then it must be only with full verification by Police, so that any unlawful element is not employed in due discharge of security.
- ii) Security of assets and properties located at all the above mentioned locations.

- iii) Safety and Security of employees and bonafide visitors shall be ensured. All help shall be extended to any bonafide inmates of the premises who are in need of help by the security persons on duty.
- iv) Any person found in alcoholic condition, abusing, threatening or engaged in an un-authorized demonstration or any activity unbecoming of a Government servant shall be checked and removed from the office premises.
- v) Any person of doubtful character or declared non-bonafide by the Corporation shall not be allowed to enter inside the premises.
- vi) No undesirable/ unauthorized and any anti-social activity shall be allowed in the premises or in the areas adjoining the premises right upto the public road.
- vii) The necessary records for the purpose of security shall be maintained at the various entrance as per the procedure laid down by the Officer-In-Charge.
- viii) No cattle/ unauthorized animal shall be allowed to enter inside the premises.
- ix) In the event of any injury, disability or death of any workmen in or about the work employed by the Contractor, the Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Workmen Compensation Act, 1923 as amended, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Officer-In-Charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfillment of the said decree, award or orders.

3. FUNCTIONS AND DUTIES OF THE SECURITY PERSONNEL:

In order to provide security as above, the duties and functions of various security personnel shall be as under:-

- i) Round the clock Security in the premises to prevent entry of unauthorized persons, pilferage of any Corporation's property, and mischief to any Corporations property and Commission of any visible offence in the premises.
- ii) Security of all personnel and assets i.e. both movable and immovable in the premises.
- iii) Submission of any important event/ observations of the day to the Officer-In-Charge.

- iv) In case of fire in the premises immediate information should be given to the personnel dealing in Fire Safety and Officer-In-Charge, and also contacting the city fire brigade.
- v) To perform any other task allotted for security of office/ premises of concerned unit and employees from time to time.
- vi) They shall man the security check at gates of the premises and at any other points specified by the Officer-In-Charge.
- vii) They shall patrol the entire premises round the clock day and night. The patrolling should also be done along the boundary wall wherever possible to check unauthorized entry and lodge complaints about any fault of street lights fixed on the electric poles to the Officer-In-Charge.
- viii) Officer-In-Charge will have full authority to issue necessary instructions concerning duty discipline, decorum, work performance/ safety, etc. to the contractor for execution by its security personnel and the security personnel shall comply with all the instructions which are prevalent or issued from time to time.
- ix) The contractor shall deploy only those security personnel satisfying the qualification stipulated herein below.

Before the security personnel is deployed the necessary documents including attested copy of army discharge book with complete postal (i) Local Address and (ii) Permanent Address and other antecedents to prove that the personnel meets the required qualification shall be produced by the contractor before the Officer-In-Charge. The fact shall be verified by the Officer-In-Charge and he shall accept only those personnel in whose case documentary proof have been found to be satisfactory by him or else even after meeting the desired qualifications. The Security personnel shall have to be withdrawn within 24 hours from the premises as per the instruction of Officer-In-Charge in case the antecedents are not satisfactory.

4. UNIFORM & ANCILLARY ITEMS:

- i) The contractor shall provide full uniforms and ancillary requirement like raincoats, shoes, whistle, belts, cap, sticks, search light, pocket torchlight, & battery, office stationery like pen, register, file cover, paper etc. conforming to the standards of disciplined armed forces in "PARADE STATE". Security personnel on duty should be dressed smartly and neatly on police pattern and ensure good behavior with the NHPC officers and visitors to the office/ premises. The dress shall be of uniform colour and design.
- ii) The contractor shall provide Summer Uniform & Winter Uniform to the security personnel.
- iii) Security personnel provided by Contractor shall wear proper uniform and badges of Contractor and shall display the name tag of the persons wearing Contractor uniform and the identity card issued to him by Contractor. The security personnel shall not be permitted to wear any **old wrappers**. Contractor shall issue an identity card to all security personnel.
- iv) The contractor shall bear all the expenses incurred towards uniforms, ancillary requirement including stationery issued to the personnel for writing, duty chart, etc.

5. ELIGIBILITY OF SECURITY GUARDS:

- i) They should have good health and physique, impressive personality befitting to their work, free from defects of sight, hearing, speech or physical movements, etc.
- ii) They should have good record, character and well behaved.
- iii) The minimum age should be 21 years and maximum of 58 years as on the date of deployment.
- iv) Notwithstanding above, before deployment of security personnel, Contractor shall carry out prior checks for verifying the antecedents of the personnel. The liability of any misconduct & misdeed done by the contractor's personnel in the past, shall be the responsibility of the Contractor and NHPC shall in no way be liable for it. In case their services are not found to be satisfactory, the personnel shall be changed by contractor immediately. The Contractor shall also submit the particulars of personnel deployed in the following format along with two recent passport size photographs of the personnel for verification to the Officer-In-Charge:-
 - a) Name
 - b) Father's Name
 - c) Present Address
 - d) Permanent Address
 - e) Educational Qualification (along with attested copy of certificate and mark sheet)
 - f) Telephone No. (If any)/ Mobile No.
 - g) Aadhaar Card
 - h) Army Service No.
 - i) Ex-Servicemen Identity Card

6. SECURITY ARRANGEMENT: GENERAL INFORMATION:

- i) All the NHPC officers and staff with proper identity card shall be allowed entry freely in the premises during day time. However, holidays and at night time, the entry shall be restricted and prior permission of the Officer-in-charge shall be necessary for entry of Officers and staff into premises.
- ii) Visitors coming to meet the officers/ officials for official/ non-official reasons shall be allowed only after proper verification and entry in the register.
- iii) Outsiders/ contract workers without identity card shall not be allowed to enter the premises.

7. THE CONTRACTOR COMMITMENT:

- i) The Contractor shall not transfer or sublet this contract.
- ii) The contractor shall not employ any personnel or have any relationship with anyone connected with the Corporation or otherwise objected to by the Corporation or its Officer-In-Charge.

8. DEPLOYMENT OF SECURITY PERSONNEL:

- i) NHPC shall be free to depute Contractor staff under the agreement for duty anywhere in **NHPC Office Complex, Faridabad** as per Security requirement of the Corporation.
- ii) The Contractor will provide replacement of Security Personnel in case of weekly holiday, illness, absenteeism and leave, etc. so as to ensure full staff deployment at all times as per scope of work.

- iii) The Security Personnel will not work for more than scheduled working hours without prior intimation by the Contractor and without prior approval of Officer-In-Charge.
- iv) The Contractor shall submit a copy of duty chart of the security personnel to be deployed in every 10 days in advance to the Officer-In-Charge and in case of any change in the duty chart the same is required to be intimated in advance. Frequent changes in the security personnel shall be avoided.
- v) The security personnel engaged by the Agency shall mark their attendance through Bio-Metric machine. The Agency shall provide sufficient number of Bio-Metric machines for marking the attendance. It would be mandatory to the Agency to attach the attendance sheet of security personnel recorded through Bio-Metric machine along with the monthly R.A. Bill.

9. COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:

- i) The Contractor shall comply with the provisions of Workmen's Compensation Act, 1923 as amended other acts and rules applicable and the payment under this agreement shall be inclusive of all such charges towards compliance of applicable acts and rules. In addition the contractor shall also comply with all rules/ regulation/ Acts etc. as applicable in future during the currency of the contract. Complying with all relevant rules /regulations /Act etc. applicable to the work, will be the sole responsibility of the Contractor without any extra financial implication to the NHPC. Since ESI coverage is not applicable to this contract, as such, the contractor shall obtain Group Personal Accident Insurance (GPAI) Policy under Workmen's Compensation Act, 1923 immediately on commencement of the Contract. NHPC shall reimburse the actual premium paid by the Contractor on production of documentary proof.

The personnel deployed by the agency shall remain the employee of contractor.

The contractor shall abide by all statutory requirements and laws as applicable in this contract as per list given below, but not limited to

- a) Minimum wages for Eight Hours
 - b) Provision for weekly Rest
 - c) EPF
 - d) ESI
 - e) Other administrative plus incidentals as applicable as per norms of EPF/ESI.
- ii) The contractor shall have the registration with EPFO and ESIC (if applicable). Further all the workers deployed by the Contractors shall be member of Provident Fund and should be given the Universal Account Number (UAN). The EPF Contribution on the part of Employer in respect of this Contract shall be paid by the Contractor. The contribution on the part of Employer paid by the Contractor shall be reimbursed by the Officer-In-Charge to the Contractor on actual basis on production of documentary evidence.

The reimbursement are subject to production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory

returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

The Contractor shall ensure that the payment is being made to contract workers through bank. The Contractor should produce the documentary proof of depositing the EPF to the concerned departments along with monthly bills.

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

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

The contractor shall get himself registered under Contract Labour (Regulation & Abolition) Act and furnish the copy of valid Labour License to the Office-In-Charge. The Contractor shall get himself registered under ESIC, if applicable & furnish the copy of registration to Officer-In-Charge within 30 days from the date of Letter of Acceptance, failing which monthly payment shall not be released to the Contractor.

iii) The service of security staff shall be on contract basis and NHPC will have no liabilities whatsoever in any way directly or indirectly under any provision of labour laws, DGR guidelines etc. in respect of the security personnel employed by the Contractor.

iv) The sponsored agency of DGR shall abide by all guidelines as issued from DGR from time to time and also the guidelines at sponsorship letter for security and allied services.

10. The contractor shall pay wages to the workers deployed as per prevailing DGR rates, variation if any in labour rates declared by Directorate General of Resettlement, Ministry of Defence, Govt. of India will paid by contractor to workers deployed and the same shall be reimbursed to the contractor by the corporation as per revised wage structure with arrear issued by DGR.

As per DGR notice of revision of minimum wages w.e.f. 01.04.2023, the total F.I. for the period of 02 years (including Service Charges and GST) is **Rs. 6,05,93,775/-** (Annexure-I).

11. PRICES:

The Rates shall remain firm and final during the period of contract. Revision in minimum wages as stipulated in **Clause No. 10** shall be applicable as per DGR wage structure notified from time to time. Except above, nothing shall be payable extra on any account whatsoever, during the period of contract.

12. TAXES & DUTIES:

i) The percentage rates quoted shall be inclusive of all taxes and duties etc. but excluding Goods and Services Tax (GST) as applicable.

- ii) The GST as applicable on the subject services shall be borne by the Employer as per GST Act/ Rules.

13. SECURITY DEPOSIT:

- i) One percent (1%) of the contract value, has to be deposited, in the form of demand draft/ BC/ PBG of any Indian Nationalized Bank/ Scheduled Bank in favour of NHPC Ltd. & payable at Faridabad, shall be deposited within 10 days from the date of issue of Letter of Acceptance.
- ii) The Bank Guarantee shall be from an Indian Nationalized/ Scheduled Bank of India or a foreign bank through its branch located in India acceptable to Client in the prescribed standard proforma of Client.
- iii) Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor are required to be extended/ renewed, the Contractor shall get the validity periods of such guarantees extended/ renewed, and furnish these to the Officer-In-Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Officer-In-Charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoups/replace the same with acceptable Security Deposit.
- iv) Bidders shall communicate the following bank details of NHPC to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this Clause:

Name of the beneficiary: NHPC Ltd.

Account No.: 10813608692

Account : Current

IFSC Code: SBIN0017313

Credit Bank : State Bank of India

Address of the Bank: 5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110 001.

Branch: CAG-II New Delhi (17313)

- v) Security deposit @ 2% of the monthly bill shall be deducted from the Agencies monthly running bills for due and faithful performance of the Contract along with the other terms and conditions agreed to. The entire security deposit shall be returned without interest after successful execution of work as certified by the Officer-In-Charge.

14. NOTICES:

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, in person to such Party at their address.

15. CONTRACT PERIOD:

The period of contract shall be two (02) years from the date as communicated by the Officer-in-Charge after issuance of Letter of Acceptance (LOA) and can be extended on satisfactory performance, if required on valid reasons. It is requested to contact Officer-in-Charge for commencement of work.

16. T.D.S:

TDS (Tax Deduction at Source), if applicable shall be deducted from the payments made to the contractor.

17. LIABILITY OF DAMAGES:

If the Contractor or his personnel indulge in any theft, cause any loss or damage to Corporation property due to intentional, negligence or carelessness attributable to the personnel provided by the Contractor, the contractor on receipt of written notice to that effect from the Officer-In-Charge shall make good the damage at his own cost or reimburse such loss within 30 days from the date of order failing which the Corporation shall recover the loss/ rectify the damage at risk and cost of the Contractor. Contractor shall be liable to inform to local police station (FIR, court fees, etc). Corporation shall also be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Corporation.

18. OFFICER-IN-CHARGE:

Sr. Manager (HR)/ Dy.General Manager (HR), NHPC LTD or his authorized representative shall be the Officer-In-Charge of the contract. Contractor or his authorised representative, who is in-charge of the arrangement, shall visit the office of Officer-In-Charge at least twice a week, for taking instructions.

19. PAYMENT TERMS :

- i) The payment to the contractor shall be released within 15 days from the date of submission of printed machine numbered bill, in duplicate, along with following document.
 - a) Wages statement duly verified by Officer-In-Charge.
 - b) Production of documentary evidence of service certified by Officer-In-Charge.
 - a) Documentary evidence for deposit of EPF/ ESI for the month under consideration.
 - b) Documentary evidence for the payment of wages to the workers by the contractor from the month under consideration through NEFT/ RTGS/ Net banking/ ECS.

The payment shall be released by ECS/ RTGS facility.

The Contractor shall issue receipt for payment made to him by Corporation duly signed by him or his authorised representative.

The wages to the workers by the contractor shall be paid strictly as per DGR norms and guidelines issued time to time.

If the Contractor fails to make payment to the workers employed by him by 7th of succeeding month then payment may be made by NHPC at the risk and cost of the Contractor and his

payment including Security Deposit may be forfeited on account of this failure, and the contract may also be liable for termination.

- ii) Subject to Sub-Clause 9 ii) of Conditions of Contract, the EPF contribution on the part of Employer in respect of this Contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Officer-In-Charge to the Contractor on actual basis.

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

20. PAYING AUTHORITY:

Dy. General Manager / General Manager (Finance)-Corporate Office, Faridabad or his authorised representative.

21. CHANGE/ TRANSFER OF PERSONNEL:

In the event of change or transfer of personnel, contractor shall immediately intimate to the Officer-In-Charge about the same and shall submit the particulars regarding new person deployed in his place to the Officer-In-Charge immediately upon placement of new personnel.

22. INSURANCE & LIABILITIES:

- i) Corporation will not entertain any claim of compensation under Workman Compensation Act, 1923 as amended or in any other Rule/ Act, of the personnel deployed by the Contractor in case of any accident. The security personnel to be deployed on security duty shall be adequately insured under the relevant Act/ D.G.R. guidelines. Contractor shall be wholly responsible for any loss, damage, etc. caused to the security personnel deployed, including loss of life if any.
- ii) Insurance, Provident Fund, Accident/ Damage etc. to the personnel shall be the liability of the contractor. The contractor shall submit the documentary evidence of having taken out the insurance policy of the personnel's deployed within 15 days of issue of Letter of Acceptance.

23. RECOVERIES/ DAMAGES:

- i) During absence of any personnel, the daily wages of the personnel along with Contractor's Service Charges shall be deducted for the period of absenteeism from the monthly bill of Contractor. However, if the requisite personnel are not deployed during absenteeism of the personnel on the specific request made by Officer-In-Charge, damage for such failure to provide the requisite persons on any day will be 50% of Basic wages plus variable DA per day per person at the awarded /present rate for the concerned services.
- ii) After a grace period of 7 days from the date of issue LOA, if any personnel on duty is not found in uniform, damages for non-wearing of uniform on any day will be Rs. 25/- per day per person for concerned services which shall be deducted from monthly bill of contractor.

24. DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT:

- i) NHPC may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:
 - a) If the contractor being an individual or if a firm, partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order of administration of his estate made against him or shall make any proceeding for composition under any Insolvency Act for the time being in force or make any convenience or assignment or composition with his creditors or suspend payment or if the firm be dissolved under the partnership Act,
or
 - b) If the contractor being a company is wound up voluntarily or by the order of a receiver, liquidator or Manager on behalf of the debenture holder is appointed or circumstances have arisen which entitle the court or debenture holder to appoint a receiver, liquidator or Manager,
or
 - c) If the contractor commits any breach of the contract not herein specifically provided for: provided always that such determination shall not be prejudice to any right of action or remedy which shall have accrued or shall accrue thereafter to the corporation and provided also the Contractor shall be liable to pay to the Corporation for any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to any gain or compensation.
- ii) If the contractor is engaged corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Client may, after **giving 14 days** notice to the Contractor, terminate the contract and expel him from the Site. The Contractor shall not be entitled for any compensation whatsoever under this clause.
- iii) In case of non-performance in any form or shape, of the terms and conditions in this contract by the contractor, the corporation shall have power to review, rescind, cancel or terminate the contract. The decision of Corporation in this regard shall be final and binding.
- iv) During the execution of work, if the services of the Contractor are not found to be satisfactory, NHPC reserves right to terminate the contract by giving one-month notice.

25. SETTLEMENT OF DISPUTE :

- 25.1 If any dispute arises between the Client and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Office-In-Charge, an attempt shall be made to resolve the matter in dispute amicably.
- 25.2 Any dispute in respect of which the Client and the Contractor have failed to reach at an amicable settlement pursuant to Sub-Clause 25.1, shall be finally be referred to the Commercial Court, Gurugram, Haryana.

26. GENERAL:

- i) Any of the security personnel provided by Contractor whose work or conduct is not found satisfactory shall be removed by the Contractor on written advice from the Officer-In-Charge at no extra cost to the Corporation. The Corporation shall not be liable to employ any employee of Contractor during the currency of the contract or after the expiry period of contract.
- ii) The Security Personnel shall keep all information confidential and in no way divulge or disclose or caused to disclose to any person or persons whosoever, the secrets entrusted to them or arising or coming to their knowledge in the course of employment. The Security Personnel shall behave honestly, orderly and obediently in all things towards the Corporation and will devote his whole time to the duties of the services and will not engage directly or indirectly in any trade, business or occupation on his own account. The Security personnel shall not commit or suffer to be done or commit waste, damage or other loss to the property or goods of the Corporation or to lend such property or goods to any person / Agency without the consent of the Corporation.
- iii) The security staff deployed shall not participate in labour and political activities or become member of labour and political organization. They shall abstain from taking part in any staff union and association activities.
- iv) No security personnel shall perform duty under intoxicated conditions. They should not consume alcoholic drink inside the premises or during the duty hours.
- v) Any change in the constitution of Contractor, shall be notified forth with in writing to the Corporation and such changes shall not relieve the Contractor from any liability under the contract.
- vi) The Contractor shall not claim any special facilities such as free accommodation, telephone connections, etc. from the Corporation.
- vii) The following items as per the requirement shall be provided at Security Point by the Corporation:
 - a) Tables,
 - b) Chairs &
 - c) Telephone.

27. Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the bidders that they will observe the highest standard of ethics during the tendering process and execution of such contract, In pursuance of this policy:

- a) For the purpose of this provision, terms set forth below shall mean as under:
 - i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in contract execution; and
 - ii) “fraudulent practice” means misrepresentation of facts in order to influence a tendering process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish

- bid prices at artificial noncompetitive levels and to deprive the Corporation of the benefits of free and open competition;
- iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Corporation, designed to establish bid prices at official, noncompetitive levels; and
 - iv) “coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of the contract;
- b) A bid may be rejected by the corporation if it is determined at any stage that the respective Bidder has engaged in corrupt practice(s), collusive and coercive practices in competing for the contract in question.
- c) The corporation may declare a firm ineligible, either indefinitely/ or for a stated period of time, if at any time determines that the firm was engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for or in executing a contract.

28. SIGNING OF AGREEMENT:

The contractor and the Corporation shall enter into a contract agreement on non-judicial stamp paper of appropriate value as per stamp act applicable in the State of Haryana within 10 days from the date of issue of Letter of Acceptance as per format of agreement.

Rates as per Notice of Revision of Minimum Wages w.e.f. 01.04.2023 Issued by DGR			
S. No.	Description	Sec. Guard 897*26= 23322	Supervisor 1193.01*26= 31018.26
1	Basic including VDA	23322.00	3 1018.26
2	EPF 12% (upto Rs 15,000/-)	1800.00	1800.00
3	EDLI 0.5% (upto Rs 15,000/-)	75.00	75.00
4	Administration Charges 0.50% (upto Rs 15000/-)	75.00	75.00
5	HRA 24% on Basic + VDA or Rs 5400/- (whichever is higher)	5597.28	7444.38
6	ESI (Not applicable as Wage exceeds the limit of Rs. 21,000)	0.00	0.00
7	ESI on HRA (See Column No 6)	0.00	0.00
8	Bonus 8.33% (Basic+VDA)	0.00	0.00
9	Uniform Outfit Allowance -5%	1166.10	1550.91
10	Uniform Washing Allowance -3%	699.66	930.55
	Total	32735.04	42894.10
11	Relieving Charges 1/6th of total of serial 1 to 10	5455.84	7149.02
	Total Cost per Head	38190.88	50043.12
12	Service Charge -10%	3819.09	5004.31
	Total	42009.97	55047.43
13	GSTIN 18%	7561.79	9908.54
	Grand Total	49571.76	64955.97

Note:-

1. Above rates are subject to change by the DGR, Govt. of India, Min of Defence from time to time.
2. The Contractor shall purchase the Employees Compensation Insurance Policy (Group Personal Accident Insurance policy under Workmen's Compensation Act, 1923 for the security personnel deployed and NHPC shall reimburse the same.
3. As per clarification received from DGR, Services Charges for all cases sponsored 13 May 2021 onwards will be at 10% (fixed) till migration of DGR Security Schemes to GeM Portal.

TOTAL TENTATIVE FINANCIAL IMPLICATION FOR PROVIDING SECURITY SERVICES AT NHPC OFFICE COMPLEX BY DGR SPONSORED SECURITY AGENCY FOR TWO (02) YEARS.

Rates as per Revision of Minimum Wages w.e.f. 01.04.2023

Service Charges @ 10% applicable as per DGR clarification dated 30 July 2021

(After incorporating the EPF & ESI Applicability as per Acts)

	Qty.	PER MONTH	TOTAL(₹)	
SUPERVISOR	3	64955.97	194867.91	
SECURITY GUARD	47	49571.76	2329872.72	
	50		25,24,740.63	PER MONTH
				(including GST @ 18%)
EXPENDITURE FOR ONE (01) YEAR		₹ 3,02,96,887.56		
EXPENDITURE FOR TWO (02) YEARS		₹ 6,05,93,775.12		
SAY		₹ 6,05,93,775/-		
(Rupees Six Crore Five Lacs Ninety Three Thousand Seven Hundred Seventy Five only)				

FORM OF AGREEMENT

(On Non Judicial stamp paper of appropriate value)

This agreement is made on _____ day of _____ Two Thousand -----between the NHPC Ltd., a Company registered and existing under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana) (hereinafter referred to as the "Employer/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and M/s _____ sponsored by the DGR vide their letter no. dated xx.xx.2023 (herein after called "the Contractor or Security Agency" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Client is desirous that certain Works should be executed by the Contractor, viz: ----- and has accepted the Bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein at the cost of ` ----- (Rupees-----).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Conditions of Contract,
 - iii) Schedule of Quantities and Prices;
 - iv) any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of the Contractor

For and on behalf of NHPC Ltd.

Signature-----
(Designation)-----

Signature-----
(Designation)-----

Place:

Place:

Witnessed by:

Witnessed by:

1.-----

1.-----

2.-----

2.-----

SECTION-V

Schedule of Quantities & Prices

Schedule of Quantities & Prices

(Price Bid in this format is to be filled in Excel Format in Cover-II)

Item No.	Description of Item	Unit	Qty.	Service Charges as applicable vide latest DGR notice of revision of minimum wages for area "A" in percentage (%) only (inclusive of all taxes and duties etc. but excluding GST)	Total (%)
1.	Providing Security Services at NHPC Office Complex, Faridabad by DGR Sponsored Security Agency.	Job	01		

For information only