

SECTION-I

INSTRUCTIONS TO BIDDERS

(ITB)

SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

1.1 NHPC Limited, a leading Public Sector Enterprise of the Government of India, hereinafter referred to as the "Employer" will receive bid for **“Annual Maintenance Contract of 3X500 KVA and 1X200 KVA Cummins make DG sets installed at Power House,Dam site and Samdong”** as set-forth in the specifications. The bid will be received, opened and evaluated online in electronic form through GeM portal i.e. <https://gem.gov.in> Bid shall be prepared and submitted in accordance with instructions contained in this Section.

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

1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:

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

1.3.1 REGISTRATION:

- (i) The Bidder is requested to visit at GeM Portal (URL: <https://gem.gov.in>). Bidders are required to enroll on the e-Procurement module of the GeM Portal (URL: <https://gem.gov.in>).
- (ii) ~~As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.~~
- (iii) During enrolment/ registration, the Bidder should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the Contractors/ Bidders through email-id/ GeM instant Bid.

1.3.2 SEARCHING FOR TENDER DOCUMENTS

- (i) ~~There are various search options built in the GeM Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender GeM 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 GeM Portal.~~
- (ii) The Bidder should make a note of the unique Gem Bid No. assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

1.3.3 PREPARATION OF BIDS:

- (i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents—including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iii) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in pdf/xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) 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" area as per tender requirements while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.3.4 SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the ~~Cost of bidding document~~/ EMD as per the instructions specified in the tender document. The original ~~Cost of bidding document~~ / EMD should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT / tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.
- (iii) While submitting the bids online through already downloaded / saved tender in "Bids" folder, the Bidder should read the terms & conditions (of GeM portal) and accepts the same in order to proceed further to submit their bid.
- (iv) ~~Bidders should select the payment option as 'offline' to pay the Cost of bidding document / EMD and enter details of the DD/BC/BG.~~ **(The bidder should submit the EMD of requisite amount through offline mode (through DD/BC/BG) to the address (s) specified in clause no. 5.0 of NIT (Section-0) or Notarized copy of valid certificate towards exemption of Bid Security / EMD as per clause no. 4.0 of ITB.**
- (v) 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.

~~Bidder shall download the Schedule of Quantities & Prices i.e. BOQ J000(xls, in XLS format and save it without changing the name of the file. Bidder shall fill their respective rates in figures (financial quotes) and other details (such as name of Bidder) in light blue background cells, thereafter save and upload the file online in financial/price bid (Finance) cover without changing the filename. No other cell should be changed.~~

~~Bidders are requested to note that they should necessarily submit their financial bids in the 'Finance' cover in the format provided and no other format is acceptable. If the template of "Schedule of Quantities & Prices" file is found to be modified/ tampered by the Bidder, the bid shall be rejected and further dealt as per provision of clause no. 9.0 of ITB including forfeiture of EMD.~~

The Bidders are cautioned that uploading of financial bid elsewhere i.e. other than in Price Bid cover shall result in rejection of the tender.

- (vi) Bidder should submit their bids through online e-tendering system on **GeM Portal** well before the bid submission end date & time (as per Server System Clock). ~~The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the eleventh hour.~~
- (vii) ~~After the bid submission (i.e. after clicking "Freeze Bid Submission" in the portal), the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.~~
- (viii) ~~Bidder should follow the server time being displayed on Bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.~~
- (ix) ~~All the documents being submitted by the Bidder 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. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.~~

1.3.5 ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24 X 7 GeM Portal Helpdesk.

Toll Free Number 1800-419-3436.

2.0 Eligibility Criteria for Bidders:

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

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

2.2.1 Qualification Criteria:

- (i) The bidder should have latest Income Tax challan/ return/ Income Tax exemption certificate, PAN No., GST Registration No., EPF Registration No., ~~and ESIC Registration No. (If Applicable),~~ ~~Mediclaime Policy Undertaking (in case ESI is not available).~~
- (ii) Average annual financial turnover during the last three (03) financial years ending 31st March of previous financial year should be at least 30% of the **Annualized Estimated Cost* i.e. at least Rs. 1 Lakh.**
- (iii) Experience of having successfully completed in past, AMC of similar nature of works of requisite value specified hereunder during preceding **07 (seven) years** ending last day of the month of previous to the one in which applications are invited should be either of following:
 - i. *Three (03) "similar completed works*", each costing not less than the amount equal to 40% of the estimated cost.*
 - OR
 - ii *Two (02) "similar completed works*", each costing not less than the amount equal to 50% of the estimated cost.*
 - OR
 - iii *One (01) "similar completed works*", each costing not less than the amount equal to 80% of the estimated cost.*

Self attested copies of relevant documents such as 'Letter of Award' and 'Completion certificate' should be submitted by the bidders in this regard.

***Definition of similar work means "Service/Maintenance/Repair of DG Set".**

- (iv) The Bidder should be OEM i.e. M/s Cummins or authorized service provider of M/s Cummins make DG sets. The authorized service provider shall submit valid authorization certificate from M/s Cummins.

~~2.2.2 All Startups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.R. 5011 dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per Annexure-VIII. (Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document)~~

~~2.2.3 All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.~~

~~(Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document)~~

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

- 2.2.5 Each bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN), EPF Registration No. and ESIC Registration No.
- 2.3 The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact [if applicable], ITB Clause 9.0. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.
- ~~2.4 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact as per Clause No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed [if applicable] as per Clause 9.0 of ITB.~~
- 2.5 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Annexure-X of Section-I).
- 2.6 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidders will submit **self attested** requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.
- ~~3.0 Cost of bidding document: Not Applicable on GeM Portal~~
- ~~3.1 Complete bid document can be viewed and downloaded from NHPC Limited website www.nhpcindia.com and Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The bidder will be required to submit a non-refundable fee of **Rs. 590/-** (Rupees Five Hundred and Ninety Only) in the form of Crossed Demand Draft in favour of **"NHPC Limited"** payable at **'SINGTAM, EAST SIKKIM'** towards the cost of bidding document. The bidder shall fill the Cost of bidding document details online and submit DD to Tender Inviting Authority i.e. **"[Dy. Gen. Manager (Civil), Contract division, Teesta -V Power Station, NHPC Ltd., Balutar, PO-Singtam, East Sikkim, Pin: 737134]** on or before the date as specified in NIT.~~
- ~~3.2 Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the cost of bidding document. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favours, for the goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~
- Note:** Only those Micro & Small Enterprises (MSEs) will be given benefit, which has valid certificate for the services covered under this tender.
- ~~3.3 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.~~
- 4.0 Bid Security / Earnest Money Deposit (EMD): Not applicable**
- ~~4.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of **Rs. 11,000/-** (Rupees Eleven Thousand Only) as given in NIT appended hereto. Bid security / EMD may be deposited either in the form of a Crossed Bank Draft in favour of **NHPC Limited, payable at Singtam, East Sikkim** or in the form of a Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma, annexed as "Annexure-I" hereto, valid for a period not less than 90 days beyond the validity period of the tender. Failure to do so may prevent a tender from being considered.~~
- Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Bid Security / EMD.
- Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.**
- They should furnish with the Bid a **Notarized copy** of the valid registration certificate/ Entrepreneurs

memorandum (EM-II) details/ other relevant documents issued by above board/body in their favors, for the goods/ services covered under this Tender document.

Start Ups as recognized by the Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security/EMD. They should furnish with the bid a Notarized copy of the Valid Certificate of Recognition issued by DIPP.

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

NOTE: Only those Micro & Small Enterprises (MSEs)/ Startups will be given benefit, which has valid certificate for the services covered under this tender.

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

Name of the beneficiary: **NHPC Limited.**

Account No. : **00000010779994207.**

IFSC Code: **SBIN0007515.**

Address of the Bank: **Singtam, East Sikkim, Sikkim, PIN-737134**

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

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

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

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

- 4.5 **The necessary action as deemed fit shall be taken by the buyer in case of following:**

- If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of Bid validity specified by the bidder; or
- If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0); or
- If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 11.7; or
- If the successful bidder having been notified of the acceptance of its Bid by the Employer during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or
- In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with Conditions of Contract.

- 4.6 Any liability of GST arising out of forfeiture of EMD shall be borne by the Contractor.

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

5.1 **ONLINE SUBMISSION:**

5.1.1 **Cover-1: Techno-commercial bid:**

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

- All Documents establishing conformity to the Eligibility Criteria as mentioned at Clause 2.0 of ITB.
- ~~Demand Draft/ Banker's Cheque/ Notarized copy of valid relevant MSEs Certificate towards Cost of bidding document.~~
- ~~Demand Draft/ Banker's Cheque/Bank Guarantee/Notarized copy of valid relevant MSE's Certificate / Notarized copy of the valid Certificate of Recognition issued by DIPP towards Bid~~

- Security/EMD.
- iv) ~~Pre-Contract Integrity Pact [if applicable].~~
- v) ECS Form.
- vi) Declaration regarding Insolvency and Bankruptcy code 2016, (Annexure- X of Section -I) as per clause no. 2.5 of ITB.
- vii) Copy of PAN.
- viii) Details of Past Experience.
- ix) Bid Proforma.
- x) Scanned copy of Power of Attorney along with authority of executants.
- xi) Scanned copy of EPF Registration No., GSTIN No. & ~~ESIC Registration No.~~
- xii) Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006 along with notarized copy of certificate.
- xiii) Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with notarized copy of certificate.
- xiv) Properly filled in Undertaking for Make in India as per Attachment-I.

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

The Financial Bid (Price Bid) shall be submitted in GeM portal only. Submission of the Financial Bid (Price 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. Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

5.2 OFFLINE SUBMISSIONS:

Hard copy / Supporting documents

Hard copy of following supporting documents forming part of Techno-Commercial bids shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification to **"DGM (Elect.), Contract Division, Teesta-V Power Station, NHPC Ltd., Balutar, PO-Singtam, East Sikkim, Pin: 737 134"** or **Co-ordinator-Offline Bids, C/o Central Dispatch (HR Division, LO Siliguri), Contracts & Procurement Division, NHPC Limited, Liaison office, Vidyut Nagar, P.O. Satellite Township, Jalpaiguri, West Bengal-734015** on or before the due date & time of submission as per NIT.

The scanned copy (ies) of all the offline documents (hard copies) are to be uploaded online on the portal along with the Bid as provided in ITB clause 5.1.

- i) ~~DD/ Banker's Cheque/ Notarized copy of valid relevant MSE's Certificate towards Cost of bidding document.~~
- ii) ~~DD/Banker's Cheque/Bank Guarantee/Notarized copy of valid relevant MSE's Certificate towards Bid Security / Notarized copy of the valid Certificate of Recognition issued by DIPP towards Bid Security/EMD.~~
- iii) Power of Attorney along with authority of executants.

Hard copy of online documents, if desired by the Employer, shall be submitted by the bidder in due course of time.

These envelope(s) shall not contain anything else. This part of bid should not contain any **"Price information"**.

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

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

- 5.4 The Employer reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event,

bidders shall not be entitled to any compensation, in any form whatsoever.

- 5.5 The work covered by this Bid specification shall be executed strictly in accordance with the conditions specified in the "Conditions of Contract" and other conditions specified in various sections of this Bid document. Bidders are requested to submit their offer strictly in line with terms and conditions of tender specification, otherwise bid may be rejected. Bids silent regarding any of the terms or specifications shall be presumed to be confirming to the specifications and terms & conditions as stipulated in this Bid document.
- 5.6 Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedule of Quantities & Prices. The bidder shall quote their prices on "Firm" basis in all respects. The bidder shall ascertain the rate of all applicable taxes & duties and shall fill up price bid accordingly.
- 5.7 It is imperative for each bidder to satisfy himself completely of all local conditions, and the nature of the site. A Bidder shall be deemed to have full knowledge of the site *[whether he inspects or not]*.
- 5.8 The Bidder should possess a valid PF or appropriate ~~mediclaim policy / ESIC registration number~~ and Goods & Services Tax Identification Number (GSTIN) duly allotted by the concerned Authorities and shall furnish proof towards the same along with the bid. ~~However, in case of mediclaim policy, the bidder shall submit the under taking regarding the same along with the technical bids.~~
- 5.9 The bidder should provide the PAN and a copy of PAN card issued by the Income tax department, contact / mobile & landline telephone numbers along with bids.
- 5.10 Price bid of bidders, whose techno-commercial bids are not considered acceptable to the Employer, will be archived unopened. The decision of the Employer is final and binding in this regard.
- 5.11 The rates and prices quoted by the bidder shall be exclusive of EPF and ESI contribution in respect of this contract. The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis on production of documentary evidence.

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

6.0 Past Experience

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

7.0 Bid Proforma

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

8.0 ECS Form

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

9.0 INTEGRITY PACT:

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

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

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

~~To oversee the compliance under the Integrity Pact, Sh. Sutanu Behuria, IAS (Retd.) and Sh. Rakesh Kumar Agarwal, CES (Retd.) have been appointed as an Independent External Monitor (IEM) by the Owner.~~

The Contact Address of IEM is as under:-

Sh. Sutanu Behuria, IAS (Retd.), 602-A, Beverly Park 1, MG Road, DLF Phase 2, Gurugram, Haryana-122009 E-mail : iem.nhpc@gmail.com	Sh. Rakesh Kumar Agrawal, CES (Retd.), A-15, Ground Floor, South Extension Part II, New Delhi-110049 E-mail : iem.nhpc@gmail.com
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10.0 Online opening of Bids by Employer:

- 10.1 The Employer will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/offline documents being declared a holiday for the Employer, the opening shall be carried out at the specified time on the next working day.
- 10.2 Initially, the 'Techno-Commercial Bid' shall be opened and the 'Price Bid' of only those bidders whose Techno-Commercial bid is acceptable to the Employer shall be opened online subsequently.

11.0 Evaluation of Bids

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

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

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

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

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

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

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

- 11.3 During bid evaluation, the Employer may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 11.4 The bidder shall quote for all the items mentioned in the Price Bid. The evaluation of the bids shall be done based on the ~~item-wise price/~~ **total prices** [Strike out whichever is not applicable] as per Schedule of Quantities Prices.
- 11.5 All applicable taxes, duties and levies as mentioned in Schedule of Quantities & Prices shall be considered for the purpose of evaluation of bids.
- 11.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid Price'. Bid prices quoted by Bidder shall remain unaltered.
- 11.7 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between subtotal and the total price, the unit or subtotal price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words

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

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

- 12.1 The Employer reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defence and security conditions, and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Bidder(s), who wish to seek reasons for such decision of cancellation/ rejection, shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, and strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.
- 12.2 The Employer shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.
- 12.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.
- 12.4 Subject to ITB Clause 12.1 and 12.2, the Employer shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract.
- 12.5 The Evaluated price arrived at in terms of clause 11.0 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total price quoted by the Bidder as per 'price bid' or the evaluated price as per clause 11.0 of ITB shall be considered.
- 12.6 The parties shall sign the Contract Agreement (three sets in Original) within 28 days from the date of issue of Letter of Award. The Contractor shall be provided with one signed original Contract Agreement. The expenses of completing and stamping the agreement shall be borne by the Contractor. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with four (4) true copies of Contract agreement within fifteen (15) days after signing of Contract.

13.0 Corrupt, Fraudulent, Collusive or Coercive Practices

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

- (a) For the purpose of this provision, the terms set forth below shall mean as under:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;
 - (v) An agreement called "Integrity Pact" between the prospective Bidders and the Employer shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.
- (b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- (c) The Employer may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.
- (d) **Banning of Business Dealings:** It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:
 - i) If the security consideration, including questions of loyalty of the Agency to NHPC so

warrants;

- ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
- iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract;
- iv) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- v) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.;
- vi) If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- vii) If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- ix) On any other ground upon which business dealings with the Agency is not in the public interest.
- x) If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

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

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

a. ~~Cost of bidding document:~~

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

b. Bid security / EMD: Not applicable.

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

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

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

Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.

c. Purchase Preference in favour of MSEs:

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

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

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

Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.

In tender, participating Micro and Small Enterprises (MSEs) quoting price within price band of L₁+15% shall also be allowed to execute a portion of the requirement by bringing down their price to L₁ price in a situation where L₁ price is from someone other than an MSE and such MSEs shall be allowed to execute at least 25% of total tendered value. In case more than one such MSEs, the work will be shared proportionately (to tendered quantity).

In case of tender item is non-splitable or non-divisible, etc. MSE quoting price within price band L₁+15% may be awarded for full/complete execution of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

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

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

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

- In case of proprietary MSE, proprietor(s) shall be SC/ST.
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

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

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

Sl. No.	Document Required	Action required	Submitted Please tick (✓)
1 a)	Self attested copies of Documentary evidences in support of the qualification criteria as per ITB Clause No. 2.0.	To be uploaded online.	
b)	Self declaration in original on Company's Letterhead:		
	The bidder should not have been banned / de-listed/ blacklisted / de-barred from business or declared ineligible on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact [if applicable], ITB Clause no. 9.0 of tender document on Company's Letterhead as per format. (Annexure-III of Section-I)	To be uploaded online.	
c)	Integrity Pact as per Performa duly signed & Stamped at each page. [if applicable]	To be uploaded online.	
2	Cost of Bidding Document	To be submitted in hard copy and uploaded online.	
	(i) DD amounting to Rs. 590/- (Tender Fee)		(i)
	Or		Or
	(ii) Notarized copy of valid Certificate towards exemption of Cost of bid document.		(ii)
3	Bid Security / EMD	To be submitted in hard copy and uploaded online.	
	(i) DD amounting to Rs. 11,000/- (EMD)		
	Or		
	(ii) In case of Bank Guarantee, strictly in the format of Annexure I, Amount Rs. 50,000/-, validity as per tender document.		
	Or		
	(iii) Notarized copy of certificate towards exemption of Bid Security / EMD.		

4	Power of Attorney along with authority of executants.	To be submitted in hard copy and uploaded online.	
5	ECS Form	To be uploaded online duly filled in.	
6	PAN – Copy of PAN card	To be uploaded online.	
7	GSTIN – Copy of GST Registration No.	To be uploaded online.	
8	Declaration regarding Insolvency and Bankruptcy Code 2016, as per clause no. 2.5 of ITB (Annexure-X of Section-I).	To be uploaded online.	
9	Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-XI of Section-I)	To be uploaded online duly filled in.	
10	Details of Past Experience	To be uploaded online duly filled in.	
11	MSMED declaration as per Performa.	To be uploaded online duly filled in.	
12	Bid Proforma.	To be uploaded online duly filled in.	
13	Declaration as per Annexure-IX of ITB	To be uploaded online.	
14	Declaration regarding availing the benefit under one category/status (i.e either MSEs or Startups) (Annexure-XII of Section-I)	To be uploaded online duly filled in.	
15	Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)	To be filled online & Cost Breakup to be submitted by L-1 Bidder only when asked separately	
16	Copy of EPF Registration & mediclaim policy / ESIC registration number	To be uploaded online.	
17	Filled undertaking Attachment-I (Make in India) as per ITB Clause 16	To be uploaded online.	

FOUR KEY INSTRUCTIONS for BIDDERS

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

- Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.
- Register your Organization on GeM Portal well in advance of tender submission deadline.
- Get your Organization's concerned executives trained on GeM portal well in advance of tender submission deadline.
- Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

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

16. Preference of Make in India:

The directives under Public Procurement (Preference to Make in India) Order, 2017 include following:

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 customs 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.

Class-II local supplier: means a supplier or service provider, whose Goods/Services/Works offered for procurement, meets the minimum local content as prescribed for “Class-II local supplier” but less than that prescribed for “Class-I local supplier” under this order.

Non-local supplier: means a supplier or service provider, whose Goods/Services/Works offered for procurement has local content less than that prescribed for “Class-II local supplier” under this order.

Minimum local content: ~~Nodal ministry/department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as Class-I local supplier / Class-II local supplier / Non local supplier. For the items, for which Nodal ministry/department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for Class-I local supplier / Class-II local supplier respectively.~~

Class-I Supplier: Minimum local content shall be 50%.

Class-II Supplier: Minimum local content shall be 20% but local content is less than 50%.

Non-local Supplier: Local content is less than 20%.

Margin of purchase preference: means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L-1 for availing purchase preference. The margin of purchase preference shall be 20%.

Works: means all works as per Rule 130 of GFR-2017*, and shall also include Turnkey works, Engineering, Procurement & Construction (EPC) Contracts and Services include System Integrator (SI) contracts.

(*Original works means all new constructions, site preparation, additions and alterations to existing works, special repairs to newly purchase or previously abandoned buildings or structures, including remodelling or replacement.

Minor works mean works which add capital value to existing assets but do not create new assets.

Repair works means works undertaken to maintain building and fixtures. Works will also include services or goods incidental or consequential to the original or repair works).

B) **Eligibility Criteria for Class I / II and Non Local Suppliers:**

- a) 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) For procurement of Goods/ Services/ Works, not covered under a) above and having estimated value less than INR200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In Global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I and Class-II local suppliers.

The above criteria shall be subject to compliance of following:

- i) The bidder shall have to be an entity registered in India in accordance with law. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability, competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.
- ii) Foreign bidders can also participate in the bidding process provided they form

Joint Venture with any bidder registered in India in accordance with law.

- iii) Country of origin of the equipment/material shall be provided in the bid.
- iv) The bids shall be in Indian National Rupees (INR) only in respect of local content.
- v) The bidder shall follow Indian laws, regulations and standards.
- vi) For supply of equipment/material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.
- vii) The manufacturer/supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the life cycle, the materials are safely recycled/disposed of by the Manufacturer/Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling /disposal unit or as may be specified.
- viii) The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
- ix) Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.
- ~~x) Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.~~

C) **Procedure for Purchase Preference:**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to "Class-I local supplier" only in procurement undertaken by procuring entities in the manner specified here under.
- (b) In the case of procurement of **goods/works**, covered under para B(b) and **divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.
- (c) For procurement of **goods/works**, which are covered by para B(b) and **not divisible in nature**, and in **procurement of services where the bid is evaluated on price alone**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will

be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" and "Non- local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

Applicability in tenders where contract is to be awarded to multiple bidders –

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class- I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

D) Verification of local content

- a) The 'Class-I local supplier'/ 'Class-II 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'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- c) 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.

Attachment- I*(To be filled by the bidder)****(Format for declaration by the Bidder)*****Self Certification**

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

- (a) We have not been debarred by any procuring entities in last two years for violation of Order No. P-45021/2/2017-PP (BE-II) dated: 16th September, 2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India.
- (b) The local content of our offer for the work “ **Annual Maintenance Contract of 3X500 KVA and 1X200 KVA Cummins make DG sets installed at Power House,Dam site and Samdong**” is _____% and therefore as per clause no. 31 of ITB, we falls under **Class-I Local Supplier/Class-II Local Supplier**. (*Strike out whichever is not applicable*).
- (c) The location (s) where the local value addition is made for our offer for the work “ **Annual Maintenance Contract of 3X500 KVA and 1X200 KVA Cummins make DG sets installed at Power House,Dam site and Samdong**” is as under:

1.
2.

(Seal & Signature of Bidder)

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

ANNEXURE-I
**Bank Guarantee in Lieu of Bid Security / Earnest Money Deposit (EMD)
Bank Guarantee**
**Annual Maintenance Contract of 3X500 KVA and 1X200 KVA Cummins make DG sets installed at
Power House, Dam site and Samdong.**

Date: _____

To:

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

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

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

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

THE CONDITIONS of this obligation are the following:

- If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of bid validity specified by the Bidder. Or
- If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0). Or
- If the successful bidder fails to enter into Contract Agreement when required. Or
- In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security, in accordance with Conditions of Contract.

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

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

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

WITNESS		Signed for and on behalf of the Bank	
1.	
(Signature)		(Signature)	
.....		
(Name)		(Name)	
.....		
(Official Address)		(Designation with Bank Stamp)	
2.			
(Signature)			
.....		Including staff Authority No. with complete Bank Address with Tel. Fax Nos.	
(Name)		
.....			
(Official Address)			

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

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

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

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

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

Annexure-II
(To be filled and uploaded online)
{Format of Integrity Pact}

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

PRE CONTRACT INTEGRITY PACT
Between

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for **~~Annual Maintenance Contract of 3X500 KVA and 1X200 KVA Cummins make DG sets installed at Power House, Dam site and Samdong~~** (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. **~~NH/TSV/Cont/EC-156/ NIT-960/2024-25/181 Dated : 21/10/2024.~~**

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 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 Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.~~
~~— The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.~~
- ~~3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.~~

- 3.14 ~~The representative of the Bidders/Contractors signing Integrity Pact shall not approach the 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 shall take the responsibility of the adoption of Integrity Pact 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 Annexure-A and initiate all or any one of the following actions, wherever required:-~~
- ~~(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.~~
 - ~~(ii) The Earnest Money Deposit (in pre contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.~~
 - ~~(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.~~
 - ~~(iv) Deleted.~~
 - ~~(v) To en cash 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 Ltd. (Annexure-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.
- 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

{Office Seal}

{Office Seal}

Place_____

Place_____

Date_____

Date_____

Witness1._____

Witness1._____

{Name and address}

{Name and address}

2._____

2._____

{Name and address}

{Name and address}

Annexure-A to Integrity Pact

Guidelines on Banning of Business Dealings

1.0 Introduction

- 1.1 NHPC Limited (NHPC) deals with Agencies viz. parties/ Contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.
- 1.2 Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 NHPC reserves its rights to remove from list of approved suppliers / Contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / Contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHPC.
- 2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.
- 2.5 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **"Agency/ Party/ Contractor/ Supplier/ Bidders/ Vendors"** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder/Vendor" in the context of these guidelines is indicated as 'Agency'.
- ii) **"Unit"** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) **"Competent Authority"** and **"Appellate Authority"** shall mean the following:
 - a. For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
 - Competent Authority: CMD
 - Appellate Authority : Board of Directors
 - b. For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)
 - Competent Authority: Concerned Director/Executive Director as the case may be
 - Appellate Authority: CMD /Concerned Director as the case may be
 - c. For works awarded/under Tendering from 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 Banning / Suspension

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

5.0 Suspension of Business Dealings.

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

- over within such period. However if the investigations are not completed within six months, the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings.
- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of 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 and 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 fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

7.0 Procedure for Banning of Business Dealings

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be 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 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:
- To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
 - To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, 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 year in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

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

7.7 Effect of Banning

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

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

(L1), the tendering process shall be annulled and fresh tenders shall be invited.

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

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

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

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

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

7.8 Hosting at NHPC website

The concerned unit shall forward the name and details of the Agency (ies) banned along with period and 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 investigation committee and reply submitted by the Agency while filing its case for appeal and call the Agency for Personal hearing, if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

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

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

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

Appendix -I

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings.

Dear Sir,

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

Appendix -II**(Format of Show Cause Notice)**
BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To-

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. 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 to 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.

Appendix -III

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings.

Dear Sir,

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

Appendix -IV**(Format for communication of Appellate Decision on Suspension/Banning Order)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority**Ref:** 1. Order dated Placing M/s on Suspension/Banning List by NHPC;
2. Your Appeal reference Dt.....

Dear Sir,

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

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

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

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

##In order to make the Communication of appellate Authority on Banning of Business Dealing Speaking Order (reasoned Order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defence 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 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 implication.)

Yours faithfully,

For & On behalf of NHPC.

ANNEXURE-III*(To be filled and uploaded online)****(Format for declaration by the Bidder)*****Self-Declaration by the Bidder**

I/We, M/s _____ (*Name of Bidder*) hereby certify that I/We have not been banned / de-listed / black listed / debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause 9.0 of Tender Document.

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

(Seal & Signature of Bidder)

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

ANNEXURE-IV
(to be filled and uploaded online)
PAST EXPERIENCE

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

Station : _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)

Official Seal of the Company:

ANNEXURE-V
(to be filled and uploaded online)
BID PROFORMA

Sl. No.	Description of information	Replies by the bidder				
1	Name of the Firm/Company :					
2.	Complete address of Regd./Head Office					
i)	Postal :					
ii)	Telephone/Fax :					
iii)	E-mail :					
3.	Former name of the Firm/ Company (if any) :					
4.	Type of the Firm/Company (Proprietary/ Partnership/Private Ltd. Co./ Public Ltd. Co.) :					
5.	Whether MSE or Start-up (tick in the appropriate box) :	<table border="1"> <tr> <td>MSE</td> <td>Start-Up</td> </tr> <tr> <td></td> <td></td> </tr> </table>	MSE	Start-Up		
MSE	Start-Up					
6	Year and place established :					
7	Are you registered with any Government/ Public Sector Undertaking (if yes, give Details) for work of similar nature covered under the specifications :					
8	Have your Company ever been declared Bankrupt (if yes, give details)? :					
9	Validity period of tender, reckoned from the last date of online bid submission :	As per GeM Portal				
10	Whether furnished & filled all Schedules /Annexure appended to the tender documents. :					
11	Goods & Services Tax Identification No. (GSTIN) :					
12	EPF No. :					
13	PAN :					
14	HSN Code/SAC :	(To be mentioned HSN/SAC Codes against the items under Scope of Work as per BOQ)				

Station : _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)

Official Seal of the Company:

ANNEXURE-VI
(to be filled and uploaded online)
ECS - Form

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

--

1) BIDDER'S NAME : _____

a. ADDRESS : _____

b) Phone/ Mobile No. : _____

2) PARTICULARS OF BANK ACCOUNT

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____
Telephone No. : _____

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

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

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

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

Date : _____

(-----)
Signature of the Bidder

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

(Bank's Stamp)
(-----)

Date:
Signature of the Authorized
Official from the Bank

ANNEXURE-VII

(to be filled and uploaded online)

Declaration/Undertaking Under MSMED Act, 2006
(As per guidelines issued by Ministry of MSME time to time)

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are Applicable /not applicable to us and our organization falls under the definition of:

- (i) ☐ - Micro Enterprise
- (ii) ☐ - Small Enterprise
- (iii) ☐ - Medium Enterprise.

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

B) I/We also confirm that We are MSEs owned by SC/ST/Women Entrepreneurs **(Strike out if not applicable)**

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

(Authorized Representative of Firm)

Annexure-VIII

(to be filled and uploaded online)

DECLARATION REGARDING APPLICABILITY OF START-UPS UNDER STARTUP INDIA INITIATIVE

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

☐ Applicable to us and organization falls under the definition of startups.

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

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

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

(Authorized Representative of Firm)

ANNEXURE-IX

(To be filled and uploaded online)

DECLARATIONS
(To be submitted by bidder)

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

Signature & seal of Bidder

ANNEXURE-X*(To be filled and uploaded online (Scanned Copy))****(Format for declaration by the Bidder)*****Self-Declaration by the Bidder**

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

(Seal & Signature of Bidder)

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

ANNEXURE-XI*[To be filled and uploaded online (Scanned Copy)]***Undertaking by Bidder towards Anti-Profiteering Clause of GST Act/Rules**
(To Be submitted on letter head)

To

M/s NHPC Ltd
NHPC Office Complex,
Sector-33, Faridabad, Haryana – 121 003 (India)

Sub:- Tender No:-

Dear Sir,

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

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

Accordingly, it is hereby certified that we have duly considered the impact of input Tax credit available on supplies in the GST regime in our quoted price .. Further, any additional benefit of ITC if available to contractor shall be passed on to the Employer.

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

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

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

Place: -

(Signature of Authorized Signatory of Bidder)

Date: -

Name:-

Designation:-

Seal:-

ANNEXURE-XII*(To be filled and uploaded online (Scanned Copy))****(Format for declaration by the Bidder)*****Self-Declaration by the Bidder**

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

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

(Seal & Signature of Bidder)

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