

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-02-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-02-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Nhpc Limited
Office Name/कार्यालय का नाम	Contracts Enm Corporate Office Nhpc Ltd Sec33 Fbd
Item Category/मद केटेगरी	Custom Bid for Services - Comprehensive Annual Maintenance Contract CAMC for 1 Year of 01 No RIEGL VZ 2000iLong Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> <li>• AMC / CMC of Fire Extinguishers</li> <li>• AMC/ CAMC of Hydro Energy Power Plants</li> <li>• Customized AMC/CMC for Pre-owned Products</li> </ul>
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days

Bid Details/बिड विवरण	
Estimated Bid Value/अनुमानित बिड मूल्य	3101040
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	62000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Payable at Faridabad  
As per ITB & SCC.  
(Nhpc Limited)

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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#### Details of the Competent Authority for MSE

Name of Competent Authority	Sh. D.K.JAIN
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Designation of Competent Authority	GROUP GENERAL MANAGER (PID)
Office / Department / Division of Competent Authority	PID
CA Approval Number	-
Competent Authority Approval Date	24-10-2024
Brief Description of the Approval Granted by Competent Authority	Certified that Spares/Component/Accessories, requisitioned for procurement, are manufactured by M/S RIEGL Laser Measurement Systems GmbH, Austria/marketed/Service by M/s MeaTech Solutions LLP, Gurugram for the annual maintenance of their RIEGL VZ-2000i, Serial No.H2227810 and that no other make is acceptable, since there are required to be fitted on the Original Equipment, being manufactured/marketed by the said firm.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### **Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**GEM Availability Report ( GAR):**[1735034032.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1735034039.pdf](#)

**Instruction To Bidder:**[1736746720.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1736746849.pdf](#)

**Scope of Work:**[1736753445.pdf](#)

**Payment Terms:**[1736753469.pdf](#)

**Penalties:**[1736753619.pdf](#)

#### **Custom Bid For Services - Comprehensive Annual Maintenance Contract CAMC For 1 Year Of 01 No RIEGL VZ 2000i Long Range Terrestrial Laser Scanner For Project Investigation Division Of Corporate Office ( 1 )**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Comprehensive Annual Maintenance Contract CAMC for 1 Year of 01 No RIEGL VZ 2000i Long Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office
Regulatory/ Statutory Compliance of Service	YES

Specification	Values
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Sanjay Kumar	121003,EMS DIVISION, CORPORATE OFFICE NHPC LTD., SECTOR-33	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

NHPC LIMITED  
payable at  
AT FARIDABAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

##### 3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

##### 4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 5. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**This bid is invited through Single Tender Enquiry from M/s MeaTech Solutions LLP i.e., authorised for the product manufactured by OEM M/s RIEGL Laser Measurement Systems GmbH for “Comprehensive Annual Maintenance Contract (CAMC) for 1 Year of 01 No. RIEGL VZ 2000i-Long Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office.”**

**Note:-Bid submitted by the other bidders shall not be opened/entertained .**

The bidder should submit scanned copy of following documents in their technical bid:

- i) Authorization/ Power of Attorney in favour of authorized signatory for signing of documents and online submission of bid.
- ii) Declaration as per Annexure-I for No Deviation Certificate
- iii) Declaration regarding Insolvency and Bankruptcy Code 2016 (Annexure-II)
- iv) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-III).
- v) Declaration as per Annexure-IV for HSN/SA Code
- vi) Self-Certificate for make in India Compliance as per Annexure-V
- vii) Bank Details for ECS as per Annexure VI of bidder for supply of items and billing purpose.
- viii) Rate reasonability certificate (Annexure-VII)
- ix) Integrity Pact & Guidelines on Banning of Business Dealings (attached in ATC)
- x) **Bid Security (Earnest Money):**

The bidder shall furnish, as part of the bid, Earnest Money, for the amount specified in the bidding data either in the form of Demand draft in favour of ‘NHPC Limited’, payable at Faridabad or irrevocable Bank Guarantee valid for a period of 90 days, beyond the validity period of the bid issued by any Indian Nationalized Bank/ Scheduled Commercial Bank in the prescribed format (as per Annexure-A of ITB) or irrevocable Insurance Surety Bond valid for a period of ninety (90) days beyond the validity period of the bid issued by any Indian Insurance company registered under Insurance Act,1938 or as amended from time to time and approved by the Insurance regulatory development authority of India (IRDAI) in the prescribed format (Annexure-B of ITB). Earnest Money if submitted by the bidder in the form of Bank Guarantee/Insurance Surety Bond, the original Bank Guarantee/ Insurance Surety Bond shall be submitted along with the bid. However, the issuing Bank/ Insurance Company shall submit an unstamped duplicate copy of Bank Guarantees/ Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

However, in case Earnest money has been submitted by the bidder in the form of Demand draft, the information relating to particulars of the bidder's Bank shall be submitted by the bidder along

with the bid in the ECS form attached as Annexure-VI of ITB. The earnest money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode.

**Bidder shall submit requisite EMD related documents like Demand Draft/ Insurance Surety Bond/ Bank Guarantee to Sh. Kamesh Kumar Chaudhary, General Manager (Mech.) Contracts (E&M) Division, Jyoti Sadan, 2nd Floor, NHPC Limited, Sector-33, Faridabad (Haryana)-121003.**

#### **INTEGRITY PACT:**

Integrity pact duly signed and stamped as per format uploaded in the bid document.

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract.

To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Aggarwal, IAS (Retd.) & Shri Prabh Singh, ITS (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact Address of IEMs are as under:

Sl. No.	Name	Contact Address
i)	Dr. Vinod Aggarwal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail: <a href="mailto:arsv50@gmail.com">arsv50@gmail.com</a>
ii)	Shri Prabh Singh, ITS (Retd.), CES (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: <a href="mailto:srgmhrbpl@gmail.com">srgmhrbpl@gmail.com</a>

Pre-Contract Integrity Pact is to be executed on plain paper at the time of submission of Bid. The Successful bidder (Contractor) shall submit duly executed Integrity Pact on non-judicial stamp paper of appropriate value prior to signing of Contract agreement.

Note: In case of any change in IEMs or Contact address, same may be updated at the time of tendering/award.

#### **7. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free

Telephone No. for Service Support.

## 8. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 9. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

NHPC LIMITED  
payable at  
FARIDABAD

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 11. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 12. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

## 13. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**



**INSTRUCTIONS TO BIDDER (ITB)**

1. Online electronic bid (through GeM Portal) under two cover system is invited on behalf of NHPC Limited (A Public Sector Enterprise of the Government of India) for **“Comprehensive Annual Maintenance Contract (CAMC) for 1 Year of 01 No. RIEGL VZ 2000i-Long Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office.”** mentioned in the Schedule of Quantity and Prices.
2. This bid is invited through **Single Tender Enquiry from M/s MeaTech Solutions LLP** i.e., authorised for the product manufactured by OEM **M/s RIEGL Laser Measurement Systems GmbH** for **“Comprehensive Annual Maintenance Contract (CAMC) for 1 Year of 01 No. RIEGL VZ 2000i-Long Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office.”**

**Note:-Bid submitted by the other bidders shall not be opened/entertained.**

**3. Online Submission:**

**A. Techno-commercial bid:**

Online bids should be submitted containing scanned copy of following documents:

- i) Authorization/ Power of Attorney in favour of authorized signatory for signing of documents and online submission of bid.
- ii) Declaration as per Annexure-I for No Deviation Certificate
- iii) Declaration regarding Insolvency and Bankruptcy Code 2016 (Annexure-II)
- iv) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-III).
- v) Declaration as per Annexure-IV for HSN/SA Code
- vi) Self-Certificate for make in India Compliance as per Annexure-V
- vii) Bank Details for ECS as per Annexure VI of bidder for supply of items and billing purpose.
- viii) Rate reasonability certificate (Annexure-VII)
- ix) Integrity Pact & Guidelines on Banning of Business Dealings (attached in ATC)

**x) Bid Security (Earnest Money):**

The bidder shall furnish, as part of the bid, Earnest Money, for the amount specified in the bidding data either in the form of Demand draft in favour of 'NHPC Limited', payable at Faridabad or irrevocable Bank Guarantee valid for a period of 90 days, beyond the validity period of the bid issued by any Indian Nationalized Bank/ Scheduled Commercial Bank in the prescribed format (as per Annexure-A of ITB) or irrevocable Insurance Surety Bond valid for a period of ninety (90) days beyond the validity period of the bid issued by any Indian Insurance company registered under Insurance Act,1938 or as amended from time to time and approved by the Insurance regulatory development authority of India (IRDAI) in

the prescribed format (Annexure-B of ITB). Earnest Money if submitted by the bidder in the form of Bank Guarantee/Insurance Surety Bond, the original Bank Guarantee/ Insurance Surety Bond shall be submitted along with the bid. However, the issuing Bank/ Insurance Company shall submit an unstamped duplicate copy of Bank Guarantees/ Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

However, in case Earnest money has been submitted by the bidder in the form of Demand draft, the information relating to particulars of the bidder's Bank shall be submitted by the bidder along with the bid in the ECS form attached as Annexure-VI of ITB. The earnest money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode.

**Bidder shall submit requisite EMD related documents like Demand Draft/ Insurance Surety Bond/ Bank Guarantee to Sh. Kamesh Kumar Chaudhary, General Manager (Mech.) Contracts (E&M) Division, Jyoti Sadan, 2nd Floor, NHPC Limited, Sector-33, Faridabad (Haryana)-121003.**

**B. Financial Bid:**

- i) Price-Bid- The Financial Bid (Price Bid) shall be submitted in electronic form on GeM Portal in conformity with the tender specifications as per Schedule of Quantities & Prices in GeM portal. The quoted rates should be in Indian Rupee.

**C. Evaluation Criteria:**

The bid shall be evaluated on overall package basis.

**ANNEXURE-I**

(To be filled and uploaded online)

**DECLARATIONS**

(To be submitted by bidder)

<b>S. No.</b>	<b>Declaration Type</b>	<b>Declaration</b>	<b>Acceptance/ Rejection</b>
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 Instructions to Bidder (ITB), General Terms and Conditions of GeM portal, Special Conditions of Contract (SCC) and Scope of work, Integrity Pact, PBG, Schedule of Quantities & Prices and additional terms and conditions of GeM 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 &amp; Seal of Bidder

**(Format for declaration by the Bidder)**

**“Self-Declaration by the Bidder”**

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against M/s..... under the IBC 2016”.

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

**(Seal & Signature of Bidder)**

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**ANNEXURE-IV**

*[To be uploaded online (scanned copy)]*

**Name of Work:** “Comprehensive Annual Maintenance Contract (CAMC) for 1 Year of 01 No. RIEGL VZ 2000i-Long Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office.”

**Bidder's Name:** M/s MeaTech Solutions LLP.

**Proforma for HSN/ SA Code**

S.No	Item Description	Unit	Quantity	HSN/SA Code
1	Comprehensive Annual Maintenance Contract (CAMC) for 1 Year of 01 No. RIEGL VZ 2000i-Long Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office.	Lumpsum		

**Note:**

1. Any change in the rates of corresponding HSN/SA codes as declared in Annexure-IV of Section-I shall only be considered for reimbursement/ adjustment and the same HSN/SAC shall prevail throughout the entire contract and no alteration thereof is permissible during pendency of the Contract for any reason whatsoever, unless otherwise specified in any other provisions of this contract or required due to change in tax law.
2. The HSN / SA Code as mentioned by the Contractor shall be final and binding. The Contractor shall be liable to be assessed and accountable to tax authorities and the Employer shall in no way responsible for any kinds of errors/ omissions/ mistakes of bidder in this regard.

Place:

*[Signature of Authorized Signatory of Bidder]*

Date:

Name:

Designation:

Seal:

*[To be uploaded online (scanned copy)]*

**Self-Certificate for make in India compliance**

***(Format for declaration by the Bidder)***

We ..... *[name of bidder]* hereby confirm, that our bid for the subject package is in compliance with public procurement order 2017 (preference to Make in India order) with its subsequent amendments.

**Date:**

**Seal & Signature of the Bidder**

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

**ECS - FORM****NHPC Limited****ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)****(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**No.: 

1. BIDDER'S NAME : \_\_\_\_\_

a) ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b) Phone/ Mobile No. : \_\_\_\_\_

2. PARTICULARS OF BANK ACCOUNT:

a) BANK NAME : \_\_\_\_\_

b) BRANCH NAME : \_\_\_\_\_

c) ADDRESS : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

d) IFSC CODE OF THE BANK : \_\_\_\_\_

(For payment through RTGS)


e) ACCOUNT TYPE : \_\_\_\_\_

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

f) ACCOUNT NUMBER : \_\_\_\_\_

(As appearing on the Cheque Book)

I hereby 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*



**Rate Reasonability Certificate**

I/We **M/s MeaTech Solutions LLP** hereby certify that the offered rates in tender are same as being quoted to other Govt. deptt/PSUs.

**(Authorized Representative of Bidder)**

**(Sign & Stamp of bidder)**

\*\*\*\*\*

### CHECK LIST

This Check List duly tick marked shall be submitted online

Sl. No.	Document Required	Clause Reference	Action required	Submitted Please tick (✓)
1.	No Deviation Certificate as per format	Annexure-I of Section-0	To be uploaded online	
2.	Declaration regarding Insolvency and Bankruptcy Code 2016)	Annexure-II of Section-0	To be uploaded online	
3.	Anti-profiteering Undertaking as per Format on Company's Letter Head	Annexure-III of Section-0	To be uploaded online duly filled in	
4	Proforma for HSN/SA Code	Annexure-IV of Section-0	To be uploaded online duly filled in	
5.	Self-Certificate by M/s MeaTech Solutions LLP for make in India Compliance	Annexure-V of Section-0	To be uploaded online duly filled in	
6.	ECS Form	Annexure-VI of Section-0	To be uploaded online duly filled in	
7.	Rate Reasonability Certificate	Annexure-VII of Section-0	To be uploaded online duly filled in	
8.	Integrity Pact as per Performa along with Annex-A & its Appendix-I, II, III & IV duly signed & Stamped at each page	As per Performa along with its Annexure-A & its Appendix-I, II, III & IV	To be uploaded online	
9.	Power of Attorney - POA of authority of the person signing on behalf of the bidder along with authority of executant of POA (by way of Board Resolution, Article of association etc.),	ITB clause 3(A)(i)	To be uploaded online	
10	SPECIAL CONDITIONS OF CONTRACT duly signed & stamped	Section-I	To be uploaded online	
11.	GST Registration Certificate		To be uploaded online	
12.	PAN no and Cancelled cheque		To be uploaded online	

**Bank Guarantee Format for Earnest Money**

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

Date: \_\_\_\_\_

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:-

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

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

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s -----  
(name of the contractor).

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

For and on behalf of the Bank

\_\_\_\_\_  
in the capacity of

\_\_\_\_\_  
Common Seal of the Bank with complete address including Tel./fax. Nos.

Staff Authority No. of the officer of the Bank/Signatory

1. Bank Guarantee for Bid Guarantee in original shall be submitted alongwith 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) alongwith a forwarding letter.
2. The following information should be invariable mentioned on the back side of the bank Guarantee\*:
3. The BG should be valid upto 90 days beyond Bid validity period of offer.
4. Beneficiary's (NHPC's) Bank Account detail:

<b>Name of the beneficiary</b>	:	NHPC Limited
<b>Account No.</b>	:	00000010813608692
<b>IFSC Code</b>	:	SBIN0017313
<b>Address of the Bank</b>	:	State Bank of India, CAG-II, New Delhi-110001

## **INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the employer (Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the employer.
6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

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

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

**Format of Insurance Surety Bond for Earnest Money Deposit**

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

Insurance Surety Bond No.....

Date:\_\_\_\_\_

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:

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

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

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

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

For and on behalf of the Insurance Company

\_\_\_\_\_

in the capacity of

\_\_\_\_\_

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employer (Name of Employer) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the Employer.

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



**SPECIAL CONDITIONS OF CONTRACT (SCC)**

These Special Conditions of Contract (SCC) shall be read and construed along with the General Terms and Conditions (GTC) of GeM and in case of any conflict or inconsistency arise amongst these; the provisions made under these Special Conditions of Contract shall prevail.

**1. SCOPE OF WORK:**

The comprehensive annual maintenance contract hereby means that the AMC service provider shall be fully responsible for repair and maintenance of the entire RIEGL VZ 2000i - Long Range Terrestrial Laser Scanner unit and to ensure proper working of VZ 2000i - Long Range Terrestrial Laser Scanner available in PID, NHPC Corporate Office Faridabad, for entire contract period of One year from the issue of Letter of Award.

The quoted AMC charges include two compulsory half-yearly visit at NHPC's premises in a year and breakdown visits as & whenever required and also includes the cost of repair/replacement of the defective spare components (on an exchange basis). However, this AMC charges is exclusive of consumable items e.g. Batteries, Chargers, Cables, and accessories e.g. Tripod, Poles, reflectors, etc. No extra charges shall be payable by NHPC in any respect towards repair, maintenance and visits by the AMC provider. The detailed terms and conditions are attached at Annexure –A.

Besides the preventive maintenance servicing, the agency has to provide unlimited breakdown repair service and calibration adjustment if so required by NHPC.

AMC provider shall ensure availability of spares of RIEGL VZ 2000i TLS during entire contract period of 01 year and in case there is unavailability of spares of same configuration, higher configuration spares of same compatibility as the case may be provided to NHPC without any additional financial implication. The vendor will provide full cooperation during repair & maintenance and calibration of RIEGL VZ 2000i - Long Range Terrestrial Laser Scanner unit during the pendency of contract.

**1.1 VISITS DETAIL:**

**1.1.1 Routine visit:** Half yearly visit (Twice a year) by the trained engineer for checking/calibration RIEGL VZ 2000i TLS.

**1.1.2 Breakdown visit:** The trained engineer of AMC provider shall attend the problem proactively within 5 working days from reporting of the problem for breakdown visits as & when required.

**1.2 PERFORMANCE CERTIFICATE:**

The AMC service provider shall submit a format for performance certificate, which will be used to evaluate the state of health of RIEGL VZ 2000i TLS. After completion of repair/ maintenance, AMC service provider shall submit the performance certificate as per this format to the Engineer-in-charge to ensure the health of instrument after repair/ maintenance. The performance certificate will be signed by the authorized representative of Project Investigation Division (PID) & AMC provider which shall be submitted to Engineer-in-charge for release of payment.

**2. CERTIFICATE FROM OEM:**

Service provider has to submit the certificate from the OEM on their letterhead within two weeks from the issue of LOA that OEM will continue to provide the Technical as well as Hardware support to the service provider for entire contract period of 1 year.

**3. PERIOD OF CONTRACT:**

The Contract shall be valid for the period of 1 year from the issue of letter of award

**4. LIQUIDATED DAMAGES (LD):**

- 4.1 In case of absence from scheduled routine visit as mentioned in Clause 1.1.1 above, penalty of 5% of yearly AMC charges shall be levied.
- 4.2 In case of delay in attending/rectification/repairing of the fault and /or replacement of the defective components after the schedule time period as per clause no.6.2, provision for penalty as per Annexure-A will be invoked.
- 4.3 However, the aggregate amount of such liquidated damages shall in no case exceed 10% of the total Contract Value.

## 5. PAYMENT

5.1 Payment will be made on half yearly basis i.e. Half (1/2) of the payment of AMC charges along with taxes and duties shall be released after Six (06) month and rest of the amount along with taxes and duties shall be released after Twelve (12) months from the date of issue of LOA, within twenty-one (21) days from the date of submission of bill by the agency against submission of following documents:

- a) Invoice in triplicate (one original + two copies)
- b) Jointly signed performance certificate for successful completion of AMC services /repair/rectification of fault.

5.2 Performance guarantee shall be deducted as per NHPC standard norms.

5.3 In case of MSE:

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

Other than normal payment through NEFT/RTGS directly from NHPC Ltd, the MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS platform with M/s A. TREDS Limited, CIN-U74999 MH2016 PLC281452, Registration no: (Account no): 1000005783, Communication address: A.TREDS Ltd, Ashar IT Park, 11th Floor, Road No: 16Z, Wagle, Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of Invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Limited can accept the invoices in the system. Upon acceptance of NHPC Limited, the Banks / NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard; MSME Vendors can refer to RBI guidelines available on website of RBI.

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

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

5.4 In case of non-MSE

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

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 6%( six percent) per annum.

## **6 RESPONSIBILITY**

6.1 During routine visit, the trained engineer of the service provider shall check the state of health of the RIEGL VZ 2000i TLS and ensure that it is in proper working condition.

6.2 The trained engineer of the service provider shall have to attend the breakdown problem (if any) at the earliest possible time not exceeding 5 working days from reporting of the problem and set the instrument in working order, otherwise the agency shall have to provide similar standard equipment to NHPC for its use till the instrument is returned. However, in case of non-replacement of similar standard equipment by the service provider as above, Penalty provision as per Annexure-A shall be invoked.

## **7 ENGINEER – IN – CHARGE**

General Manager (Civil), PID, NHPC C.O will be the Engineer in charge for the above contract.

## **8 PAYING AUTHORITY**

Finance Division, NHPC Corporate Office Faridabad.

## **9 MANDATORY CONDITIONS**

If needed, Services of the authorized firm of RIEGL may only be availed by the service provider for partial/entire repair maintenance and calibration of RIEGL VZ 2000i TLS after approval of Engineer-In-Charge.

## **10 PRICES AND TAXES & DUTIES:**

10.1 Prices shall be Firm and inclusive of all cost of labour, insurance, EPF charges, requisite work spares and T&P emergency stock, all Consumables & materials. All applicable taxes, duties & levies including Goods & Service Tax (GST) etc., including those assessed on the Employer as applicable Twenty-Eight (28) days prior to last date of online bid submission, shall be included in Price Bid. The contract unit rates shall also be after taking into account the Input Tax Credit (ITC) and other benefits.

10.2 TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

10.3 Any change in the rates of corresponding HSN /SA codes (as mentioned by the contractor/bidder in Annexure-IV of ITB) shall only be considered for reimbursement / adjustment under clause 10.5 below. The same HSN/SAC shall prevail throughout the entire contract and no alteration thereof is permissible during pendency of the Contract for any reason whatsoever, unless otherwise specified in any other provisions of this contract or required due to change in tax law. The HSN / SAC Code as mentioned by bidders shall be final and binding. Contractor shall be liable to be assessed and accountable to tax authorities and the Employer shall in no way responsible for any kinds of errors / omissions / mistakes of bidders in this regard.

Further, benefits on account of the Input Tax Credit (ITC), if any, shall be passed onto Employer.

- 10.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.
- 10.5 Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Schedule of Quantity & Prices shall be inclusive of all such statutory obligations as applicable.
- 10.6 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfilment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the ~~unit-rates~~ contract price provided for in the Schedule of Quantities & Prices and the Employer shall not be liable in any manner whatsoever therefore.
- 10.7 Invoices and other documents submitted by Contractor for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law. The Contractor shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited / will be deposited to the Govt. Treasury.
- 10.8 The GSTIN along with relevant details for NHPC CORPORATE OFFICE (FARIDABAD) has been indicated below for your ready reference:

Name of Project/Unit	:	Corporate Office(Faridabad)
Address of Principal place of business/	:	NHPC Office Complex,
Additional place of business	:	Sector-33, Faridabad
121003		
State	:	Haryana
State Code	:	06
GSTIN	:	06AAACN0149C1Z3
Principal place of business for the purpose of GST	:	Corporate Office

## 11 Performance Bank Guarantee (PBG):

- 11.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract for an amount equivalent to 5 (five) percent of Contract price (as mentioned in Notification of Award) in currency of the bid with a validity up to 90 days beyond the Contract period. The Performance Security shall be submitted either in the form of Crossed Bank Draft in favour of NHPC Ltd., payable at Faridabad or in the form of Bank Guarantee (as per format Annexure-B of SCC) in favour of NHPC Limited payable at Faridabad issued by an Indian Nationalized Bank or any schedules Bank in India or Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDAI) acceptable to Employer (as per format Annexure-C of SCC) valid for a period not less than 90 days beyond the Contract period as per contract.

If the contractor does not submit the performance security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of contractor. In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days. The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Buyer/ Beneficiary in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained. If contractor fails to submit the Performance Security within 45 days from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

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

Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees/Insurance Surety Bond as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall at his cost get the validity periods of such guarantees or bonds extended/renewed, and furnish these to the Engineer-In-Charge one month before the expiry date of the foresaid Guarantees/Bonds originally furnished; failing which the existing Bank Guarantees/Insurance Surety Bond shall be invoked by the Engineer-In-Charge. Also, in case of any deficit in Bank Guarantees on any account as might occur or is noticed, the Contractor shall forth with recoup/replace the same at his cost with acceptable Performance Security.

#### **BANK DETAILS FOR BANK GUARANTEES:**

**For preparation of Bank Guarantees, the NHPC's Bank details are as under:**

<b>Name of the beneficiary</b>	<b>:</b>	<b>NHPC Limited</b>
<b>Account No.</b>	<b>:</b>	<b>00000010813608692</b>
<b>IFSC Code</b>	<b>:</b>	<b>SBIN0017313</b>
<b>Address of the Bank</b>	<b>:</b>	<b>State Bank of India, CAG-II, New Delhi-110001</b>

**11.2 Bidder shall submit Performance security in the form of Insurance surety bond /Bank Guarantee as mentioned in the tender in favour of 'NHPC Limited', payable at**

## **12.0 SETTLEMENT OF DISPUTES:**

GeM GTC clause no 16 is deleted & replaced as under:

### **12.1 Amicable Settlement**

If any dispute arises between the Employer and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably.

### **12.2 Arbitration – DELETED**

## **13 INTEGRITY PACT:**

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract.

To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Aggarwal, IAS (Retd.) & Shri Prabhash Singh, ITS (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEMs are as under:

<b>Sl. No.</b>	<b>Name</b>	<b>Contact Address</b>
i)	Dr. Vinod Aggarwal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail: <a href="mailto:arsv50@gmail.com">arsv50@gmail.com</a>
ii)	Shri Prabhash Singh, ITS (Retd.), CES (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: <a href="mailto:srgmhrbpl@gmail.com">srgmhrbpl@gmail.com</a>

Pre-Contract Integrity Pact is to be executed on plain paper at the time of submission of Bid. The Successful bidder (Contractor) shall submit duly executed Integrity Pact on non-judicial stamp paper of appropriate value prior to signing of Contract agreement.

Note: In case of any change in IEMs or Contact address, same may be updated at the time of tendering/award.

#### **14.0 SAFETY:**

The work shall be carried out strictly adhering to all the safety norms as per NHPC Safety Rules and therefore Contractor shall have to ensure safety of all the labourers engaged by them while working. The Contractor shall provide & make all necessary gadgets/arrangements for safety of his employees. The Corporation shall not, in anyway be responsible for accident minor, major or fatal to any of his employees or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the Contractor. The insurance charges of the employees shall be borne by the Contractor. Protective equipment like safety shoes, safety helmets, gloves etc. shall be supplied by the Contractor to the labor and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or Engineer in Charge should be contacted before entering the electrically charged areas. The Contractor shall be responsible for safety of all employees employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

#### **15.0 SUBLETTING OF CONTRACT:**

The Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the Engineer-in-Charge or Employer, sublet or transfer, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

#### **16.0 COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:**

16.1 During continuance of the Contract, the Contractor and his Sub-contractor(s) shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall also comply with the laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights. The Contractor shall keep the Principal Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Principal Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Principal Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Principal Employer. The employees of the Contractor and his sub-Contractor in no case shall be treated as the employees of the Principal Employer at any point of time.

Salient features of some of the major labour laws that are applicable to construction industry including amendments (if any) are given below.

(i) Employee Compensation Act 1923 as amended

The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.

(ii) Payment of Gratuity Act 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

- (iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS- 95. The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:
  - (a) Pension or family pension on retirement or death as the case may be.
  - (b) Deposit linked insurance on the death in harness of the worker.
  - (c) Payment of PF accumulation on retirement/death etc.
- (iv) Maternity Benefit Act 1961 (Amended)
 

The Act provides for leave and some other benefits to women employees.
- (v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended. The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer (the Employer) and recover the same from the Contractor from any amount/monies due to him. The principal Employer (the Employer) is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of Contractor or Principal Employer (the Employer) if they employ 20 or more contract labour.
- (vi) Minimum Wages Act 1948 (Amended) The Contractor is to pay not less than the Rate of Minimum Wages notified by the appropriate Government as per provisions of the Act.
- (vii) Payment of Wages Act 1936 (Amended) It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (viii) Equal Remuneration Act 1979 The Act provides for payment of equal wages for work of equal nature to Male and Female workers and not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (ix) Payment of Bonus Act 1965 and any further amendments thereof. The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing ₹ 21,000/- P.M. or less. The bonus to be paid to employees getting ₹ 7,000/- P.M. or the minimum wages for the scheduled employments as fixed by the appropriate Govt. whichever is higher. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.
- (x) Industrial Disputes Act 1947(Amended)
 

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (xi) Industrial Employment (Standing Orders) Act 1946 (Amended)
 

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- (xii) Trade Unions Act 1926
 

The Act lays down the procedure for registration of trade unions of workmen and Employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (xiii) Child Labour (Prohibition and Regulation) Act 1986
 

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.
- (xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act



1979

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The interstate migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

- (xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess @ 1% of the cost of construction as may be notified by the Government. The Employer (the Contractor) to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

- (xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

- (xviii) Employees' State Insurance Act, 1948:

The Act provides for certain benefits to employees in case of sickness, Maternity and Employment injury and for certain other matter in relation thereto.

The compliance of the labour laws / acts shall be along with amendments (if any) of the respective acts.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The definition of "Principal Employer" for this clause shall be as per Contract Labour (Regulation and Abolition) Act 1970.

16.2 The Contractor shall be responsible to secure compliance with all central & state Government laws as well as rules, regulations, bye laws and others of the local authorities and statutory bodies as may be in force from time to time as applicable. The Contractor shall also be responsible for giving the required notice to any statutory or local bodies as required by law and obtain all requisite licenses as applicable to him under the contract. The Contractor at all times shall indemnify the Employer against all claims, damages or compensation, any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

16.3 The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.

16.4 Social Accountability 8000 Compliance:

The Contractor shall comply with all the requirements of SA 8000:2014 and maintain appropriate records in support thereof, and produce for inspection by NHPC representatives as and when called for.

16.5 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only

## Annexure-A

### Terms and Conditions for Comprehensive Annual Maintenance Contract (CAMC) for RIEGL VZ 2000i - Long Range Terrestrial Laser Scanner

1. One Year Comprehensive Annual Maintenance charge includes repair / maintenance and calibration including replacement of all spare parts as & when required by NHPC.
2. Payment will be made in half yearly basis after submission of requisite documents by the agency.
3. Half-yearly preventive maintenance and calibration checking to be done by trained engineer at User's Premises. (i.e. NHPC Ltd. Faridabad, Haryana)
4. Any number of breakdown maintenance and calibration servicing if required in case of breakdown the user shall communicate to service provider/supplier by telephone/Fax/E-mail giving information regarding the nature of faults faced with machine generated code, if any. The supplier should attend the equipment at user's (NHPC's) premises at the earliest possible time not exceeding 5 working days.
5. In case the equipment needs to be taken to the service centre for repair/maintenance or for any other reason, it shall be the sole responsibility of the service provider and NHPC shall bear no financial implication in the regard.
6. The aim of the CAMC is to maintain atleast 90%availabilityof equipment for its satisfactory working. In case availability falls below 90%, a breakdown penalty on prorata basis will be imposed as per laid down terms and conditions given in DOWN TIME PANALTY below separately.
7. Deleted.
8. The machine downtime will be reckoned only for the working days of NHPC. For example, if equipment remains under breakdown for 10 days in which 3 days are holidays then effective breakdown days will be considered as 7 days.
9. Breakdown period in days will start from the next day of reporting of breakdown to the agency by telephone/Fax/Email and till the handing over of repaired equipment to the user in working conditions.
10. The availability %age will be calculated for each half year i.e six monthly. Penalty will be imposed on pro-rata basis, if the availability falls below 90%, Penalty = (90%-actual availability %) x {(CAMC charge/2)/90}.
11. No extra payment will be made if the availability is more than 90%.
12. Actual availability %age for equipment will be calculated as follows:-

$$\text{Actual availability \%age} = \frac{\{( \text{No. of working days during half year} - \text{effective breakdown days during half year} \} \times 100}{\text{No. of working days during half year}}$$

13. No penalty will be levied if spare TLS is made available by the supplier/service provider to the user without any additional cost during the equipment breakdown period within 5 working days from date of communication of breakdown.

**Performance Guarantee Form  
Bank Guarantee**

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

Bank Guarantee No. ....

Date .....

To,

*[Employer's Name & Address]*

Dear Sirs,

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

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

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

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

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

- i) Our liability under this Bank Guarantee shall not exceed .....
- ii) This Bank Guarantee shall be valid up to .....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before .....@.....

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

**WITNESS**

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

1. ....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)

.....  
(Designation with Bank Stamp)

2. ....  
(Signature)

Attorney as per Power  
of Attorney No. ....  
Dated.....

.....  
(Name)

.....  
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

(@) This date will be Ninety (90) days beyond the Contract period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
3. Vendor's stamp with full details i.e. name of the purchaser in whose favor this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.

\*\*\*\*\*

**FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY**

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

Insurance Surety Bond No.....

Date.....

To,

*[Employer's Name & Address]*

Dear Sirs,

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

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

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

thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

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

- i) Our liability under this Insurance Surety Bond shall not exceed \_\_\_\_\_(\*)\_\_\_\_\_.
- ii) This Insurance Surety Bond shall be valid upto \_\_\_\_\_(+ )\_\_\_\_\_.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serves upon Surety a written claim or demand on or before \_\_\_\_\_(@)\_\_\_\_\_

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

#### WITNESS

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

(Signature)

.....

(Name)

(Name).....

.....

(Official Address)

.....

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

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

#### Notes :

1. (\*) This sum shall be five percent (5%) of the accepted contract amount.  
  
(@) This date will be Ninety (90) days ~~three (3) months~~ beyond the Contract period as specified in the Contract.
- (+) This date will be the date of issue of Completion Certificate.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp



paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

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

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

**Bill of Quantity (BOQ)**

**Name of Work: "Comprehensive Annual Maintenance Contract (CAMC) for 1 Year of 01 No. RIEGL VZ 2000i-Long Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office."**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>
1	Comprehensive Annual Maintenance Contract (CAMC) for 1 Year of 01 No. RIEGL VZ 2000i-Long Range Terrestrial Laser Scanner for Project Investigation Division of Corporate office.	Lumpsum	1

(To be submitted offline as well as uploaded online (scanned copy))

**(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 Sh. \_\_\_\_\_, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for \_\_\_\_\_ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No./ Bid No.  
\_\_\_\_\_.

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

NOW, THEREFORE,

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

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

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

## **1.0 COMMITMENTS OF THE EMPLOYER:**

**1.1** The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

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

The Bidder(s)/Contractor(s) commits 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.

If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

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

- 3.12 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.
- 3.13 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.14 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

#### **4.0 PREVIOUS TRANSGRESSION:**

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

#### **5.0 EARNEST MONEY (SECURITY DEPOSIT):**

The provision regarding Earnest Money/Security Deposit as detailed in the Bid Document is to be referred.

#### **6.0 SANCTIONS FOR VIOLATIONS:**

- 6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the

procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) Deleted.
- (v) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (vi) Deleted.
- (vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of “Guidelines on Banning of Business Dealings” of NHPC Limited (**Annex-A**), which may be further extended at the discretion of the Employer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7.0 INDEPENDENT EXTERNAL MONITOR(S):**

**7.1** The Employer has appointed Independent External Monitors (hereinafter referred to as

Monitors) for this Pact after approval by the Central Vigilance Commission.

- 7.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.
- 7.4** Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he/she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6** The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and recuse himself/ herself from that case.
- 7.7** The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8** The Monitor will submit a written report to the CMD, NHPC Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9** The word 'Monitor' would include both singular and plural.
- 8.0 FACILITATION OF INVESTIGATION:**



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

#### **9.0 LAW AND PLACE OF JURISDICTION:**

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

#### **10.0 OTHER LEGAL ACTIONS:**

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

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

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

#### **11.0 VALIDITY:**

**11.1** The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.

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

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

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

For & On behalf of the Employer

For & On behalf of the Bidder/ Contractor

(Official Seal) Place-----

(Official Seal)

-----

Place-----

Date-----

Date-----

Witness: 1. \_\_\_\_\_  
(Name and address)

2. \_\_\_\_\_  
(Name and address)

Witness: 1. \_\_\_\_\_  
(Name and address)

2. \_\_\_\_\_  
(Name and address)

**Guidelines on Banning of Business Dealings**

**1. Introduction**

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 Suspension /Banning**

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

#### **5.0 Suspension of Business Dealings.**

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

period. However if the 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 work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3** If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4** It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5** The format for intimation of suspension of business dealing is placed at **Appendix– I**
- 6.0 Ground on which Banning of Business Dealings can be initiated**
- 6.1** If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2** If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3** If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4** If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5** If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6** If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7** If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8** If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part

in matters relating to the Company (NHPC) or even otherwise;

- 6.9** On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10** If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

## **7.0 Procedure for Banning of Business Dealings**

- 7.1** An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2** The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3** The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
- a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
  - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
  - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
  - d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

## **7.4 Show Cause Notice**

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at **Appendix-II** of these guidelines) shall be issued to the delinquent Agency by the

Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

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

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

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

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

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

## **7.5 Speaking Order**

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

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

## **7.6 Period of banning**

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the

circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

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

## **7.7 Effect of Banning**

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

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

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

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



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

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

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

**7.8 Hosting at NHPC website**

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

**8.0 Appeal against the Decision of the Competent Authority.**

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

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

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

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

**(Format for Intimation of Suspension of business dealing)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub:** Intimation of Suspension of Business Dealings

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

- (i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension.
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- (iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and Price Bids have already been opened , the tendering process shall be continued
- (v) In case of ongoing contracts between you & NHPC, (including cases 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.
- (c) 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. There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equipment has been supplied by such Agency.
- (d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

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

Yours faithfully,

For & On behalf of NHPC.

**Note:** Strike out whichever is not applicable

**(Format of Show Cause Notice)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

..... Attn.: Shri

.....

**Sub: Show Cause Notice**

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.

**(Format for Intimation of Banning of Business Dealing)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub:** Intimation of 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) no .....dt. you have submitted your bid .(strike whichever is not applicable)

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

“ Brief of the Default may be mentioned”

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

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

This order shall have the following effects : Further business dealings with your firm is banned with immediate effect . The order of Banning would operate for a period of .....years/month Competent Authority may extend the period of Banning.

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

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

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

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

**ii) Banning of joint Venture:**

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

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

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

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

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

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

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

Appellate Authority : .....

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

**Note:** Strikeout whichever is not applicable

For & On behalf of NHPC.



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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

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

Dear

Sir,

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

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

\* There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of ..... years/month from the date of order, as ordered by the original Authority is upheld,

\* Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld , but with a reduction in period of

Suspension/Banning for ..... years/months from the date of order of original authority;

\* Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

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

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

provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC