

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	30-01-2025 13:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	30-01-2025 13:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Power
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	Nhpc Limited
<b>Office Name/कार्यालय का नाम</b>	Contracts Enm Corporate Office Nhpc Ltd Sec33 Fbd
<b>क्रेता ईमेल/Buyer Email</b>	buycon4.nl.hr@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	6
<b>Item Category/मद केटेगरी</b>	Supply of Hydrogen Fuel Cell Electric Buses including Freight & Insurance upto sites as per SOW & TS , Comprehensive Maintenance Services charges of HydrogenFuelCell Electric Bus for03years asper SOW& TS
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	Comprehensive Maintenance Services charges of Hydrogen Fuel Cell Electric Bus for 03 years from the date of acceptance as per Scope of work (SOW) and Technical Specifications.(TS)
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Category not available on GeM for the text string uploaded by the buyer
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Electric Buses (V2)</li> </ul>
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Primary product category</b>	Supply of Hydrogen Fuel Cell Electric Buses including Freight & Insurance upto sites as per SOW & TS
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	4 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	93015450
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### 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).	39

(a). 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 :**

Faridabad  
As per Special Conditions of Contract.  
(Nhpc Limited)

**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. V. R. shrivastava
Designation of Competent Authority	Executive Director
Office / Department / Division of Competent Authority	RE&GH Division
CA Approval Number	-
Competent Authority Approval Date	21-10-2024
Brief Description of the Approval Granted by Competent Authority	Certified that the subject item manufactured / supplied by M/s Ashok Leyland Limited is of proprietary nature and that, similar item, being manufactured / marketed by other manufacturers / suppliers do not meet the intended use. Certified that the M/s Ashok Leyland Limited is the only standardize source to manufacture / supply intended items in specific (subject) locations. Certified that items requisitioned for procurement are manufactured / supplied by M/s Ashok Leyland Limited and that no other make is acceptable because desired technical requirements / parameters / specifications / performance is required for the specific locations.

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. 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.

## Supply Of Hydrogen Fuel Cell Electric Buses Including Freight & Insurance Upto Sites As Per SOW & TS ( 3 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Kamal Prasad	176311,VILLAGE- DHARWALA, DISTRICT - CHAMBA	1	380
2	Manoj Kumar Singh	194106,Nimoo Bazgo Power Station, Alchi PO- Saspol Ladakh UT -194107 PH: (01982) 227241 / 227240	2	380

## Comprehensive Maintenance Services Charges Of HydrogenFuelCell Electric Bus For03years Asper SOW& TS ( 3 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Kamal Prasad	176311,VILLAGE- DHARWALA, DISTRICT - CHAMBA	1	1095
2	Manoj Kumar Singh	194106,Nimoo Bazgo Power Station, Alchi PO- Saspol Ladakh UT -194107 PH: (01982) 227241 / 227240	2	1095

**Buyer added Bid Specific Additional Scope of Work**

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Section_III_SOW_n_TS <a href="#">View</a>	Scope of Supply & maintenance services & Technical Specifications,	Supply Of Hydrogen Fuel Cell Electric Buses Including Freight & Insurance Upto Sites As Per SOW & TS(3),Comprehensive Maintenance Services Charges Of HydrogenFuelCell Electric Bus For03years Asper SOW& TS(3)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. 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.

**3. 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](#)

**4. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.

- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. The case is to be processed through Single Tender Enquiry from M/s Ashok Leyland Limited. i.e. OEM of Hydrogen Fuel Cell Electric Buses.**

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

**2. The Bid shall be submitted online in Single Cover System** (Technical as well financial bid) duly scanned and digitally signed by the authorized representative of the bidder as follows:

**2.1 Online Submission:**

**A. Techno-commercial bid:**

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

- i) 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) Declaration by M/s Ashok Leyland Ltd relating to percentage of local content & place of value addition as per Annexure-V
- vii) Bank Details for ECS as per Annexure VI of bidder for supply of Buses and billing purpose.
- viii) Rate reasonability certificate (Annexure-VII)
- ix) Integrity Pact & Guidelines on Banning of Business Dealings (As per ATC)
- x) Technical Specifications, Technical Data Sheet & duly signed and stamped as per Section-III of bid document
- xi) Guaranteed Technical Particulars of Buses alongwith Bidding Data Sheet to be filled and submitted along with technical bid.

## **B. Financial Bid:**

- i) Financial Bid (Price Bid) as per Schedule of Quantities & Prices in GeM portal as BOQ. The quoted rates should be in Indian Rupee.

### **6. Buyer Added Bid Specific ATC**

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

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

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

### **8. 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.

### **9. Generic**

#### **OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Total

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

### **10. 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.

### **11. Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller,

if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 12. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 13. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 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.

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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**Name of Work: Procurement of Hydrogen Fuel Cell Electric Buses (3 Nos.) and its Comprehensive Maintenance Services for 3 Years for Leh, UT of Ladakh (2 Nos.) & Chamba, Himachal Pradesh (1 No.)**

**INSTRUCTIONS TO BIDDER (ITB)**

1. Online electronic bid (through GeM Portal) is invited on behalf of NHPC Limited (A Public Sector Enterprise of the Government of India) for “**Procurement of Hydrogen Fuel Cell Electric Buses (3 Nos.) and its Comprehensive Maintenance Services for 3 Years for Leh, UT of Ladakh (2 Nos.) & Chamba, Himachal Pradesh (1 No.)**” as mentioned in the Schedule of Quantity and Prices.
2. The case is to be processed through **Single Tender Enquiry from M/s Ashok Leyland Limited.** i.e. OEM of **Hydrogen Fuel Cell Electric Buses.**  
**Bid submitted by the other bidders shall not be opened/entertained.**
3. The Bid shall be submitted online in **Single Cover System** (Technical as well financial bid) duly scanned and digitally signed by the authorized representative of the bidder as follows:

**3.1 Online Submission:**

**A. Techno-commercial bid:**

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

- i) 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) Declaration by M/s Ashok Leyland Ltd relating to percentage of local content & place of value addition as per Annexure-V
- vii) Bank Details for ECS as per Annexure VI of bidder for supply of Buses and billing purpose.
- viii) Rate reasonability certificate (Annexure-VII)
- ix) Integrity Pact & Guidelines on Banning of Business Dealings (As per ATC)
- x) Technical Specifications, Technical Data Sheet & duly signed and stamped as per Section-III of bid document
- xi) Guaranteed Technical Particulars of Buses alongwith Bidding Data Sheet to be filled and submitted along with technical bid.

**B. Financial Bid:**

- i) Financial Bid (Price Bid) as per Schedule of Quantities & Prices in GeM portal as BOQ. The quoted rates should be in Indian Rupee.

**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 Qualifying Criteria, General Terms and Conditions of GeM portal, Special Conditions of Contract (SCC) and Scope of work, MQAP, 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 & Seal of Bidder**



**ANNEXURE-II**

[To be uploaded online (scanned copy)]

**(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 Ashok Leyland Ltd** 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 Ashok Leyland Ltd.** 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:** “Procurement of Hydrogen Fuel Cell Electric Buses (3 Nos.) and its Comprehensive Maintenance Services for 3 Years for Leh, UT of Ladakh (2 Nos.) & Chamba, Himachal Pradesh (1 No.)”.

**Bidder’s Name:** M/s Ashok Leyland Ltd.

#### Proforma for HSN/ SA Code

Sl. No.	Item Description	Unit	Quantity	HSN / SA Code
1	Supply of Hydrogen Fuel Cell Electric Buses including Freight & Insurance upto sites as per SOW and TS.	Nos/Pieces (as per GeM)	3	
2	Comprehensive Maintenance Services charges of Hydrogen Fuel Cell Electric Bus for 03 years from the date of acceptance as per SOW and TS.	Nos/Pieces / Set (as per GeM)	3	

#### **Note:**

- Any change in the rates of corresponding HSN/SA codes as declared in Annexure-IV of Section-0 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.
- 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:

## ANNEXURE-V

**Name of Work:—Procurement of Hydrogen Fuel Cell Electric Buses (3 Nos.) and its Comprehensive Maintenance Services for 3 Years for Leh, UT of Ladakh (2 Nos.) & Chamba, Himachal Pradesh (1 No.)**

**Bidder Name: Ashok Leyland Ltd.-**

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

Item Description	Country of Origin	% Of Local Contents
Procurement of Hydrogen Fuel Cell Electric Buses (3 Nos.)	India	

### Note:

In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I/Class II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**\*Signature and Seal of Bidder\***

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

**ANNEXURE-VI**

(to be filled and uploaded online)

**ECS - FORM**

**NHPC Limited**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)  
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**

No.:

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

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

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

2. PARTICULARS OF BANK ACCOUNT:

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

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

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

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

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


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

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

I hereby 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 Ashok Leyland Ltd.** 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)**

### Bill of Quantity

**Name of Work:** “Procurement of Hydrogen Fuel Cell Electric Buses (3 Nos.) and its Comprehensive Maintenance Services for 3 Years for Leh, UT of Ladakh (2 Nos.) & Chamba, Himachal Pradesh (1 No.)”.

**Bidder’s Name:** M/s Ashok Leyland Ltd.

Sl. No.	Item Description	Unit	Quantity
1	Supply of Hydrogen Fuel Cell Electric Buses at Project Sites, meeting the application requirements and technical specifications, testing at manufacturer’s works, trial runs, conducting all routine and acceptance tests, obtaining requisite regulatory approval from statutory authorities, Freight and Transit Insurance for delivery at site (including loading, transportation, unloading, storage, handling at site etc) as per Scope of work and TS.	Nos/Pieces (as per GeM)	3
2	Comprehensive Maintenance Services charges of Hydrogen Fuel Cell Electric Bus for 03 years from the date of acceptance as per Scope of work and Technical Specifications.	Nos/Pieces / Set (as per GeM)	3

### CHECK LIST

This Check List duly tick marked shall be submitted online

Sl. No.	Document Required	Clause Reference	Action required	Submitted Please tick (√)
	<b>Self-declaration on Company's Letterhead:</b>			
1.	No Deviation Certificate as per format on Company's Letterhead	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.	Declaration by M/s Ashok Leyland Ltd relating to percentage of local content & place of value addition V	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	Integrity Pact and its Annexure-A & its Appendix-I, II, III & IV as per ATC	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 (A)(i)	To be uploaded online	
10	GENERAL CONDITIONS OF CONTRACT (GCC) & SPECIAL CONDITIONS OF CONTRACT	Section-II	To be uploaded duly signed & stamped	
11.	Technical Specifications, Technical Data Sheet duly signed and stamped	Section-III	To be uploaded online	
12.	Bidding Data Sheet duly filled in	Section-IIIA	To be uploaded online	
13.	GST Registration Certificate		To be uploaded online	
14.	PAN no and Cancelled cheque		To be uploaded online	



**INFORMATION FOR BIDDER (IFB)****1. PROFILE OF NHPC**

NHPC Limited, formerly known as National Hydroelectric Power Corporation Ltd. was established in 1975. NHPC is a Navratna Company of the Government of India, with an authorized share capital of Rs. 15,000 Crore. NHPC is ranked as a premier organization in the country for development of hydropower.

So far, NHPC has completed 26 projects with a total installed capacity of 7144.2 MW which includes 1520 MW through NHDC Limited – a joint Venture of NHPC with Government of Madhya Pradesh & 65 MW through BSUL- a Joint Venture of NHPC Limited and UPNEDA.

NHPC Limited is the largest hydropower development organization in India, with capabilities to undertake all the activities from conceptualization to commissioning of hydro projects. NHPC has also diversified in the field of Solar & Wind energy development etc. NHPC has been allowed to plan, promote and organize an integrated and efficient development of power in all its respects through conventional and non-conventional sources in India and abroad on its own. For fast-track development of renewable energy projects and green hydrogen projects, NHPC Limited has formed a wholly owned subsidiary named NHPC Renewable Energy Limited (NREL). NHPC is a listed company on NSE and BSE after successfully concluding its IPO in 2009.

**2. PROJECT INFORMATION**

NHPC is undertaking 02 Pilot Projects on Hydrogen Fuel Cell based mobility applications, for operation of 03 Nos. Hydrogen Fuel Cell based Electric Buses along with development of the Hydrogen generation and dispensation facility which will be fed through Renewable Energy making it a truly zero emission initiative. Current bid document is for supply and maintenance of 03 Nos. Hydrogen Fuel Cell Electric Buses. Out of these three Buses, 02 Nos. Buses are required for Leh (UT of Ladakh) Green Hydrogen Pilot Project & 01 No. Bus is required for Chamba (Himachal Pradesh) Green Hydrogen Pilot Project.

These 03 Nos. fully built Air-conditioned Hydrogen Fuel Cell Electric Buses (hereafter referred to as "FCEBs") are required on outright purchase basis and will include conducting assessment of operational and technical suitability of FCEV technology in above mentioned Pilot Projects' terrain and climatic conditions.

Out of these 03 Nos. fully built Air-conditioned FCEBs, 02 Nos. Hydrogen Fuel Cell based buses will be operated in/around Distt. - Leh, UT of Ladakh and 01 No. Hydrogen Fuel Cell Electric Bus will be operated in/around Distt. - Chamba, Himachal Pradesh. Accordingly, the place of delivery and maintenance services of 2 Nos. Hydrogen Fuel Cell Electric Buses will be Leh, UT of Ladakh; whereas the place of delivery and maintenance services of 01 No. Hydrogen Fuel Cell Electric Buses will be Chamba, Himachal Pradesh.

Geographical Location / approximate coordinates of Hydrogen Generation/Storage Plant/ Dispensing units are as follow:

Leh 34° 12' 50" N, 77° 11' 11 " E

Chamba, Himachal Pradesh : 32°28'50.6"N, 76°17'19.3"E

For meeting Green Hydrogen requirements of the Buses, Green Hydrogen Plants capable of producing & live storage of 40 Kg (min) & 20 Kg (min) Green Hydrogen during day time from total energy generated from co-located grid-connected solar power plants at Leh, UT of Ladakh and Chamba, Himachal Pradesh respectively, two separate contract for "Engineering, Procurement and Construction (EPC) contract for setting up of Pilot Project for Green Hydrogen based Mobility Station along with comprehensive O&M of 03 Years complete in all respects have already been awarded and works are under execution.

### **3. MODE OF IMPLEMENTATION OF THE PROJECT**

The EPC tendering shall be carried out on Domestic Competitive Bidding on Single tender basis on total EPC cost plus Maintenance Cost criteria. Negotiations may be held with the single tenderer to get reasonable rates.

### **4. SITE VISIT**

The bidder(s), in their own interest, should inspect and examine the sites and their surroundings and satisfy themselves, before submitting their tender, in respect of the site conditions including but not restricted to the following which may influence or affect the work or cost thereof under the Contract:

- a) Site conditions including access to the site, existing and required roads and other means of transport/ communication for use by them in connection with the works;
- b) Requirement and availability of land and other facilities for their enabling works, colonies, stores and workshops etc.
- c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
- d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un-skilled), required for work and Laws and Regulations governing their use and employment;
- e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work;
- g) The type of equipment and facilities needed, preliminary to, for and in the performance of the work; and
- h) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost there of under this contract.
- i) Transportation & Logistic constraints etc. to the locations.

The bidders should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the sites and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.

## **5. DETAILS ABOUT LOCAL, STATE AND CENTRAL TAXES LEVIABLE.**

The bidder(s) should verify incidence of local, state & central taxes, cess, octroi and other charges etc. and its rates leviable before filling his price Bid. Payment of all these statutory taxes, cess, octroi and other charges etc. will be responsibility of bidder. If due to default of contractor, any notice is received by NHPC from authorities then such amount will be deposited by NHPC and will be recovered from the next payment of contractor along with applicable taxes/charges.

## **SECTION-II**

### **GENERAL CONDITIONS OF CONTRACT (GCC) & SPECIAL CONDITION OF CONTRACT (SCC)**

**GENERAL CONDITIONS OF CONTRACT**

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## 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) "Contract Price" means the price payable to the Supplier as specified in the Supply Order/ Letter of Acceptance.
  - (c) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (d) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (e) "Purchaser" means NHPC Limited, NHPC office Complex, Sector 33, Faridabad, Haryana-121003 and includes its legal successors or assigns.
  - (f) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and Comprehensive maintenance Services for three (3) years and other such obligations of the Supplier under the Contract.
  - (g) "Supplier" means successful bidder, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (h) "Independent External Monitor(s) (IEMs)" means the External Monitor(s) appointed by the Purchaser to oversee the implementation of Integrity Pact.
  - (i) "Integrity Pact" means the Pact signed between the Purchaser and Supplier committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.
  - (j) "Time for Completion" means the time within which the Goods shall be supplied and Related Services performed by the supplier in all respect.
  - (k) "Country of Origin" means the place where the materials, equipment and other supplies for the Goods are mined, grown, produced or manufactured and from which the services are provided.

## 2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. Format of Contract Agreement is attached as **Annexure-A**.

### 3. Fraud and Corruption

- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract.
- (a) For the purposes of this Sub-Clause:
- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

### 4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- 4.3 Non waiver
- (a) Subject to GCC Sub-Clause 4.3(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be in English.

**6. Notices**

Any notice given by one party to the other pursuant to the Contract shall be in writing to the following address:-

**Purchaser:**

As per Clause 2.A & 2.B of SCC,

**Supplier:**

M/s Ashok Leyland Limited,  
No.1, Sardar Patel Road, Guindy,  
Chennai 600 032, India.

Email: .....

Telephone: .....

**7. Governing Law**

The Contract shall be governed as per the laws of India.

**8. Settlement of Dispute**

8.1 The Purchaser and the Supplier shall make every effort to resolve amicably by mutual consultation any disagreement or dispute arising between them under the Contract.

8.2 DELETED

**9. Delivery and Documents**

9.1 Subject to Sub-Clause 26.1, the Delivery of the Goods and Completion of the Related Services and the details of shipping and other documents to be furnished by the Supplier shall be in accordance with the Delivery and Completion Schedule specified as hereunder:-

- a) Completion Period of the Supply Part of the Contract "Procurement of Hydrogen Fuel Cell Electric Buses (3 Nos.) and its Comprehensive Maintenance Services for 3 Years for Leh, UT of Ladakh (2 Nos.) & Chamba, Himachal Pradesh (1 No.)" is 12 (Twelve) months reckoned after 15 days from the date of issue of Letter of Award. Details of Shipping and other Documents to be furnished by the Supplier are
  - i) Evidence of dispatch [Bill of lading/ AWB (for offshore supply) OR RR/GR/ LR etc. (for onshore supply)]
  - ii) Invoice in Triplicate along with detailed packing list.
  - iii) Despatch Instruction/ Test Certificates
  - iv) Insurance report and/or/ dispatch clearance of authorised representative



- v) Guarantee/Warrantee Certificate (if applicable)
- vi) Insurance declaration/ documents
- vii) Fitment certificate

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

- b) Duration of Comprehensive Maintenance Services– 03 years from the date of acceptance by employer, including Defects liability period.

9.2 No Goods shall be dispatched until dispatch instructions have been given to the Supplier by the Engineer-in-charge or his duly authorized representative.

9.3 The Supplier shall deliver the Goods in accordance with the terms of the Contract at the time/ times at the place/ places and in the manner specified in the Contract. The Supplier shall comply with the instructions that may be given by the Purchaser from time to time regarding the safe transit of the Goods.

9.4 Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The Supplier shall further supply to the consignee, in triplicate, a priced invoice and packing list of all stores delivered or dispatched by him.

9.5 In case of any damage or loss occurred in transit up to destination, it shall be the liability of the Supplier to initiate or pursue the claim with Insurance Company. He should also take immediate steps to repair the damaged apparatus or replacement thereto. Any extension of time limit required in such contingency will be considered by the Purchaser on merits.

## 10. Contract Price

Prices charged by the Supplier for the Goods supplied and Comprehensive Maintenance Services for three years performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. Prices shall be firm till completion of Contract including Comprehensive Maintenance Services for a stipulated period.



A Navratna Company

## 11. Terms of Payment

For the Goods supplied and the Related Services performed under the Contract the Supplier shall be paid as under:

- **As per clause no 9 of SCC.**
- Bank commission charges shall be borne by respective Parties.
- 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.

## 12. Taxes and Duties

- (i) All applicable taxes, duties & levies including Goods & Services Tax (GST) etc. and 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. Any change in the rates of corresponding HSN/SAC codes as declared in Annexure-IV of ITB (Bid Proforma) shall only be considered for reimbursement/ adjustment under clause (iii) below 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. The HSN / SA Code as mentioned by the Supplier shall be final and binding. The Supplier 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.
- (ii) Prices are F.O.R. Destination (i.e. 2Nos. at Leh Site and 1 no. at Chamba Site), inclusive of Goods & Services Tax (GST) and any other taxes & duties applicable in India etc. Further, the prices shall also be after taking into account the Input Tax Credit (ITC) and other benefits.
- (iii) Statutory variations in taxes & duties or levy of new tax applicable on this contract after the date 28 days prior to last date of online bid submission will be adjusted/ reimbursed against production of documentary evidence.

However, these adjustments would be restricted to direct transactions between Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor.

- (iv) TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.
- (v) Invoices and other documents submitted by supplier for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.

- (vi) The supplier 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.
- (vii) Further benefits on account of the Input Tax Credit (ITC), if any, shall be passed onto NHPC Limited.

The GSTIN of NHPC Limited for Nimmo Bazgo Power Station, Leh, UT of Ladakh is 38AAACN0149C1ZW and Chamera-III Power Station, Chamba is -02AAACN0149C1ZB.

### **13. Performance Security**

As per SCC clause 13.0

### **14. Copyright**

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

### **15. Confidential Information**

- 15.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-contractor such documents, data, and other information it receives from the Purchaser to the extent required for the Sub-contractor to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-contractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 15.
- 15.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 15.3 The obligation of a party under GCC Sub-Clauses 15.1 and 15.2 above, however, shall not apply to information that:
  - (a) now or hereafter enters the public domain through no fault of that party;
  - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

15.4 The above provisions of GCC Clause 15 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

15.5 The provisions of GCC Clause 15 shall survive completion or termination, for whatever reason, of the Contract.

## 16. Specifications and Standards

### 16.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the Technical Specifications **as per Section-III as attached.**

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specifications. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 26.

16.2 All Goods as may be required to be supplied and/or used by the Supplier in terms of the Contract shall be of the best quality and workmanship, capable of satisfactory operation under the operating and atmospheric conditions as may be specified in the Contract. Unless otherwise specified they shall conform in all respects to the requirements of the latest edition of the relevant Indian Standard specifications on that behalf.

## 17. Packing and Documents

17.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

17.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

The Supplier shall be responsible for securely protecting and packing the Goods as may be required to be supplied by the Supplier in terms of the contract, as per prescribed standards in force to withstand the journey and ensuring the safety of the Goods and also arrival of the same at destination in original condition and Goods for contemplated use so as to

avoid damage under normal conditions of transport and to comply with such other conditions as specified in the Contract.

- 17.1 Each bundle or package shall have the following marking on it:-
- The name and address of the consignee.
  - Destination.
  - The relevant marks, reference numbers etc. for easy identification.
- 17.2 Each package shall also be accompanied with detailed packing lists to facilitate checking up of the contents at the destination.

## **18. Insurance**

As per SCC clause 14.0

## **19. Transportation**

The Supplier will arrange transportation upto the destination at site i.e. Nimmo Bazgo Power Station, Leh (UT of Ladakh) and Chamera-III Power Station, Distt. Chamba, Himachal Pradesh through their own approved transporter. The Inland freight & Transit insurance charges including unloading at site enroute up to destination shall be included in total quoted price.

## **20. Inspections and Tests**

- 20.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the Technical Specifications.
- 20.2 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 20.3 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.
- 20.4 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 20.5 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the Technical Specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 20.3.
- 20.6 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report shall release the Supplier from any warranties or other obligations under the Contract.

## 20.7 Quality Assurance Plan (QAP) & Inspection:

- i) All the correspondences related to quality assurance, inspection & testing shall be made to:

*Executive Director/ his authorized representative  
Quality Assurance & Inspection Division  
NHPC Ltd., Sector-33  
Faridabad (Haryana)-121003*

- ii) **Quality Assurance and Testing Plan:**

As per Clause 8 of SCC

- iii) **Dispatch Clearance:**

As per Clause 8 of SCC.

## 21. Liquidated Damages

As per Clause 11 of Special Conditions of Contract (SCC)

## 22. Warranty/ Defects Liability Period

- 22.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 22.2 Subject to GCC Sub-Clause 16.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 22.3 The warranty period for all FCEB's shall be 18 months from the date of supply or be twelve (12) months commencing immediately after the final acceptance of last bus under the package, whichever is earlier, for each site separately i.e. for Leh & Chamba, or standard warranty of the product offered by the Supplier, if higher.
- 22.4 The Purchaser shall issue notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 22.5 Upon receipt of such notice, the Supplier shall, within the 30 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 22.6 If having been notified, the Supplier fails to remedy the defect within the period specified above, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 23. Patent Indemnity

- 23.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 23.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or

administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 23.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 23.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 23.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 23.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 23.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Sub-Suppliers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.





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#### **24. Limitation of Liability**

- 24.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Goods, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

#### **25. Force Majeure**

- 25.1 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **26. Change Orders and Contract Amendments**

- 26.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
- 26.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended.

#### **27. Extensions of Time**

- 27.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 9, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 27.2 Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 27.1.





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**28. Responsibility  
of Supplier**

28.1 The Supplier shall guarantee and be entirely responsible for the execution of Contract in accordance with the specification, schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, correct delivery of materials within the guaranteed completion and warranty period.

**29. Consignee**

**As per SCC Clause no. 15.**

**30. Paying  
Authority**

**Paying Authority shall be**

For Gem Portal:- Name of Paying Authority - Ankush Kumar Gupta, Designation of Paying Authority-Senior Manager (Finance). Address of Paying Authority - Nimmo Bazgo Power Station, Minjee, Leh, UT of Ladakh – 1941063

***However, for execution of contract Paying Authority shall be as per Special Conditions of Contract (SCC) clause no.16.***

**31. COURT OF  
COMPETENT  
JURISDICTION**

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

**AGREEMENT**

**(to be executed on non-judicial stamp paper of appropriate value)**

This AGREEMENT is made on the ..... day of ..... BETWEEN

- (1) NHPC Limited, a Company registered under the Company Act, 1956 and having its principle place of business/ registered office at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003, HARYANA (hereinafter called the "Purchaser"), and which expression shall include its permitted successors and assigns.

AND

- (2) M/s ..... and having registered office at ..... (herein after referred to as the 'Supplier') which expression shall include the permitted successors and assigns.

WHEREAS the Purchaser is desirous of .....(herein after called 'Supply') and have invited enquiry vide ..... for the purpose of the said supply.

AND WHEREAS the Supplier has submitted its tender AND WHEREAS the Purchaser has accepted the tender of the Supplier for execution of the said supply upon the terms and subject to the conditions herein after mentioned below in the agreement.

This Contract comprises of the following component/ parts, all of which shall form an integral part of this contract as if herein set out verbatim or if not attached as if here to attached.

- i) Section-I: Letter of Award & Schedule of Quantities & Prices
- ii) Section-II : Conditions of Contract (General Conditions of Contract & Special Conditions of Contract)
- iii) Section-III : Technical Specifications, Scope of Work & Technical data sheet, Bidding Data Sheet

NOW THESE PRESENT WITNESS AND the parties hereto hereby agree and declares as follows.

That is to say, in consideration of the payments to be made to the Supplier by the Purchaser as hereinafter mentioned, the Supplier shall supply the Goods and perform related services in the contract within and at the times and in the manner and subject to the terms & conditions and stipulations mentioned in the said contract document.

AND in consideration of the due provision and satisfactory supply of the said Goods and related services, the Purchaser will pay to the Supplier the sums as per the Schedule of Quantities and Prices contained in Section-I or such other as may become payable to the Supplier under the Contract, such payment to be made in time and in such manner as is provided by the Contract.



IN WITNESS WHEREOF The Parties hereto have signed this deed hereunder on the date respectively mentioned against the signature of each.

(For and on behalf of  
the Contractor)

(For and on behalf of  
the Purchaser)

In the presence of

In the presence of

1.

1.

\*\*\*\*\*

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

**1. PROCUREMENT OF STATUTORY CLEARANCES, PERMIT, REGULATORY CLEARANCES ETC AND FACILITATIONS/ COMPLIANCES THEREOF:**

The contractor is solely responsible for obtaining all permits & statutory clearances including those required from State/Central Government and local bodies for setting up of the Project and operation of the Plant including liasioning for the purpose. The contractor shall comply with all applicable laws or ordinances, codes, approved standards, rules, and regulations and shall arrange all necessary Panchayat/Municipal and Government permits & licenses etc. at his own cost. Cost re-imbursement for some permits/ licenses mentioned specifically in the contract shall be allowed, as per the relevant contract provisions. "Permit" shall mean any and all formal clearances, licenses, authorizations, consents, decrees, waivers, privileges, approval of filings, of or required by any Governmental Instrumentality in connection with the development, establishment, construction, maintenance, ownership of the Project.

Assistance wherever required shall be provided by Owner. All the statutory fees/ charges deposited, licenses/permits obtained etc. should be in the name of NHPC Limited/ as per applicable statutory provisions.

The contractor shall ensure that compliances under tax law, e.g. proper documentation in respect of transit sales, issue of proper LR, way bill & invoices etc. by the concerned subcontract/sub vendor mentioning TIN number of the contractor and not of NHPC Limited.

**2. ENGINEER IN-CHARGE(S), NODAL OFFICER INCLUDING DESIGN & ENGINEERING APPROVAL, QUALITY ASSURANCE & INSPECTION**

The Project is being executed under the aegis of Renewable Energy & Green Hydrogen (RE&GH) Division, NHPC Limited, Ahmedabad. Unless otherwise communicated by HOD (RE&GH Division)/ his authorized representative/ Engineer

In-charge(s), following shall be Points of Contact on behalf of employer i.e. NHPC Limited, during the project execution phase:

**2.A ENGINEER IN-CHARGE FOR LEH PILOT GREEN HYDROGEN MOBILITY PROJECT:**

HOP, Nimmo Bazgo Power Station, Distt Leh (UT of Ladakh) shall be Engineer In-charge for Supply and Maintenance Contract of 2 Hydrogen FCEV Buses to be delivered at Leh Site (responsibilities including but not limited to contract obligation/ execution, PBG acceptance/ releasing, site activities monitoring/ verification, materials receipt/ verification, their accountal/ payments processing etc).

**2.B ENGINEER IN-CHARGE FOR CHAMBA PILOT GREEN HYDROGEN MOBILITY PROJECT:**

HOP, Chamera-III Power Station, Distt Chamba (Himachal Pradesh) shall be Engineer In-charge for Supply and Maintenance Contract of 01 Hydrogen FCEV Bus to be delivered at Chamba Site (responsibilities including but not limited to contract obligation/ execution, PBG acceptance/ releasing, site activities monitoring/ verification, materials receipt/ verification, their accountal/ payments processing etc).

**2.C NODAL OFFICER INCLUDING DESIGN & ENGINEERING APPROVAL:**

General Manager (Mech), RE&GH Division, Ahmedabad (Gujarat) shall be Nodal Officer cum Approving/ Reviewing Authority for approval/ review of the Design & Engineering Documents, read with other related contract provisions.

**2.D QUALITY ASSURANCE, INSPECTION & TESTING:**

All the correspondences related to Quality Assurance; Inspection & Testing shall be made to:

Executive Director/ his authorized representative

Quality Assurance & Inspection Division

NHPC Ltd, Sector-33

Faridabad (Haryana)-121003

**3. SAFETY STANDARDS.**

The Contractor shall ensure safety related aspects during Manufacturing, Testing, Transportation (including loading, transportation, unloading, storage, handling at site, trial runs etc), and Maintenance as per applicable laws and industry practice.

#### 4. CORPORATE SOCIAL RESPONSIBILITY

The owner shall be responsible for Corporate Social responsibilities at the site.

#### 5. AVAILING CARBON CREDIT

Employer may get the project registered under CDM. Employer will take care of the CDM related formalities. The Contractor shall provide all the required information / data, at no extra cost, to Employer as may be asked for fulfilling the requirements of Clean Development Mechanism (CDM).

#### 6. COMPLETION PERIOD

- a) Completion Period of the Supply Part of the Contract “Procurement of Hydrogen Fuel Cell Electric Buses (3 Nos.) with Maintenance Services for 3 Years for Leh, UT of Ladakh (2 Nos.) & Chamba, Himachal Pradesh (1 No.), as part of Green Hydrogen Based Pilot Projects of NHPC Limited” is 12 (Twelve) months reckoned after 15 days from the date of issue of Letter of Award.
- b) Duration of Comprehensive Maintenance – 03 years from the date of acceptance by employer, including Defects liability period.

#### 7. IMPEMENTATION SCHEDULE

7.1 Tentative Implementation Schedule of the Project is as under:

Sr. No.	Activities / Milestone	Completion Time
1.	Issuance of Letter of Award (LOA)	{Zero Date (Z)}
2.	Submission of Design & Drawings	Z+3 Months
3.	Completion of manufacturing	Z+9 Months
4.	Successful Completion of Testing, Certification and Field trial	Z+10 Months
5.	Delivery of first bus at site	Z+11 Months
6.	Supply of balance 02 Nos. of Buses at site(s) and completion of Site Acceptance Tests including trial run(s)	Z+12 Months

7.2 The Bidder shall also be required to submit a brief integrated PERT Network (L2 Schedule) matching the above work schedule. The Master Network shall inter-alia; include the major activities listed below for each of the systems listed above showing their interrelationship and duration so as to meet the schedule dates.

7.3 The master network and the key milestone dates will be discussed with the successful bidder, if required, and agreed upon before the issue of Notification of

Award as per tender schedule. Engineering Drawing and Data Submission Schedule shall also be discussed and finalized before the issue of Notification of Award.

- 7.4 After the Notification of Award, the contractor shall plan the sequence of work of Designing, manufacturing, testing, transportation, site acceptance tests including trial run(s) to meet the above stated dates of successful completion of work. Execution of all work, manufacturing, shop testing, inspection and shipment of the equipment shall be ensured in accordance with the schedule, to ensure time completion.

## **8. QUALITY ASSURANCE AND TESTING PLAN:**

- 8.1 Detailed QAP shall be submitted within 1 month after award of contract for the Approval of Employer. The bidder to submit the quality assurance and inspection plan prior to manufacturing of the bus for approval of NHPC. All necessary documents related to conformance of quality are to be submitted to NHPC for approvals and compliance of the same.

### **8.2 Pre-dispatch Inspection & Dispatch Clearance:**

The equipment shall be inspected by an authorized representative of QA&I Division, NHPC Corporate Office at Manufacturer's/Supplier's premises before dispatch as per QAP (Quality Assurance Plan) of manufacturing, approved by NHPC QA&I Division. The Materials/Equipment/Items shall only be dispatched after issue of Material Dispatch Clearance Certificate (MDCC).

- 8.3 Contractor shall offer time to time Inspection Calls to NHPC as per the duly approved Quality Plan. The bidder has to submit the Quality Plan after the award of Contract and get it approved by NHPC.
- 8.4 NHPC reserves the right to inspect and/or check the production methods, quality control measures and testing of all materials/ parts manufactured or used by the bus manufacturer.
- 8.5 Pre-inspection check shall be performed at or near the FCEB manufacturer's site by the manufacturer before shipping the vehicle and audited by NHPC or its authorized representative(s) before shipping/ transportation. Pre-inspection check shall include but will not be limited to:
- a) Inspection of certificates of safety and qualification for vehicle and its components

- b) Certifying that the vehicle and its components meet the requirements of the application.
  - c) Review and acceptance of the compliance testing reports of the vehicle, sub-systems and assemblies including but not limited to fuel cell system, electric drive system, and onboard energy storage unit.
- 8.6 The buses shall be delivered to NHPC only after final inspection and clearance from NHPC. The cost of entire inspection of all buses are deemed to be included in the bid price quoted by the bidder.
- 8.7 The buses will also be checked after delivery to the respective site and defects pointed out by NHPC on each bus shall be attended by the Contractor within maximum 3 working days.
- 8.8 ROAD TEST OPERATION AT OEM'S WORKS AND AT SITE

The vehicle will be driven on designated roads for data collection. The data will be assessed for:

- a) Functioning of vehicle, critical systems and assemblies
  - b) Fault conditions / errors in any of the systems, if any
  - c) To verify if all data parameters prescribed in tender document are logged
  - d) Contribution of fuel cell and battery during the vehicle trial run
  - e) Other necessary tests provided by manufacturer on site
- 8.9 FINAL ACCEPTANCE

The date of final acceptance of the buses, shall be reckoned only after successful completion of trial run of buses for at least 7 days at respective sites. During this trial run period, the bus operation shall be tested. The operational and testing methodology for trial runs shall be decided between the bus manufacturer and NHPC. These trials shall be undertaken under the supervision of the bus manufacturer & NHPC.

During all the above stages of inspection, testing including trial runs and acceptance tests, Contractor should make due alterations/ modifications so that buses meet the intended use without any additional cost implication for employer. The decision of NHPC shall be final, in this regard.

## **9. TERMS AND PROCEDURES OF PAYMENT**

### **TERMS OF PAYMENT SCHEDULE**



**(I) Supply Works Portion**

- a) 70% on receipt of bus at respective refuelling station or location decided by NHPC after adjustment /deduction of Minimum notional Comprehensive Maintenance charges as per Sl. No. 9(II) below.
- b) 15% after obtaining all permits & statutory clearances including those required from State/Central Government and local bodies.
- c) 15% after the final acceptance of bus on successful completion of trial run and training to Employer's personnel/ Drivers as deputed by State Transport Authority/ Employer's Vendors.
- d) Payment shall be calculated on pro-rata basis, based on the quoted price for three number buses.

**(II) Maintenance Services Portion**

Comprehensive Maintenance Charges:-

- a) Comprehensive Maintenance Charges as quoted by the Contractor in the price Schedule shall be paid on quarterly basis (i.e. every 3 months), which shall be calculated as below:-
  - i) If the Comprehensive Maintenance Services offered by the Contractor is 20% or more than 20% of total project cost (i.e. Total Supply+ Maintenance Charges), then payment shall be made at actuals quarterly as per Price schedule.
  - ii) In case, Prices for Comprehensive Maintenance Services in the Price schedule is Nil or less than 20% of the overall cost of project, the difference amount shall be deducted from the first bill of Supply portion as per sl.no.9 (I) (a) above and shall be considered as part of Comprehensive Maintenance Services charges and accordingly payment shall be regulated and paid on Quarterly basis.

Therefore, minimum notional Comprehensive Maintenance charges shall be considered by the Employer as 20% of the overall cost of project (Total Prices towards Supply and Comprehensive Maintenance Services offered by the Contractor) and shall be the basis for obligations of contract i.e. all the payments, Levy of Liquidated damages etc. for Comprehensive Maintenance Services.

However, the employer may not withheld the excess amount if the Contractor submits unconditional bank guarantee (form of Bank Guarantee for retention money is attached as Annexure-D) for the amount in excess of 80% **of the total Contract Sum** before initial payments in any of the price schedules. Such Bank Guarantee

shall be valid initially upto 90 days beyond Completion of Comprehensive Maintenance Period, which shall be extended time to time till the completion of actual Maintenance period, which can be subsequently reduced by the contractor on completion of each year / quarter of Comprehensive Maintenance period on pro-rata basis through submission of revised Bank Guarantee.

- b) 3 months payment shall be calculated on pro-rata basis for Maintenance Services subject to meeting the stipulated fleet availability of 75% for the given 3-month period or with LD as applicable.
- c) Payment / charges shall be calculated on pro-rata basis, based on the quoted price for three number buses.

## **E-PAYMENT**

### **PAYMENT PROCEDURES**

The procedures to be followed in applying for certification and making payments shall be as follows:

- a) Unless stipulated otherwise hereunder, all payments shall be released to the Contractor as per Schedule item No. I and II, after fulfillment of the requirements specified herein above under Terms of Payment. The due date for payment shall be within 45 days of submitting invoices by the Contractor.
- b) The Contractor should submit the consent in a mandate form for receipt of payment through Electronic Clearing Services (ECS) as per form attached herewith as **Annex-VI** and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c no., bank and branch code as appearing on MICR cheque issued by bank. Further, Contractor should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.

In case of non-payment through ECS or where ECS facility is not available, payment will be released through cheque.

- c) The rate of interest on delayed payment shall be simple interest 6% per annum yearly basis. The payment towards interest, if any, shall be settled at the time of making payments of the respective invoices.

## **10. MAINTENANCE SERVICES**

10.1 Contract duration for Maintenance Services (Mandatory) shall be for a period of three (03) years from the date of final acceptance of Fuel Cell Electric Vehicle Buses as mentioned under clause *final acceptance* of supply portion above.

10.2 Vehicle maintenance log book to record the maintenance activities carried out on

bus(es) and Vehicle Availability, Non-Availability Log Book shall be maintained on daily basis for fleet availability.

10.3 Any non-availability of bus or any accidental repairs & outages which is not attributable to contractor shall be recorded in Log Book/ Maintenance Book/ Non-Availability Book and the same shall be verified by NHPC.

## **11. LIQUIDATED CHARGES**

### **11.A FOR DELAY IN SUPPLY**

If the bidder fails to attain completion of the supply, Testing & commissioning of the supplied equipment or any part thereof within prescribed time for completion as stipulated above or any extension thereof granted due to delays not attributed to the Contractor, the bidder shall pay to the owner liquidated damages equal to the amount computed @  $\frac{1}{2}$  (half) percent per week or part thereof of contract price. The aggregated amount of such liquidated damages shall in no case exceed 10% of the contract price Schedule-1 (i.e. Supply Portion). However, cost compensation for any time extension shall not be paid.

### **11.B FOR BUSES AVAILABILITY SHORTFALL DURING MAINTENANCE SERVICES PERIOD**

The quarterly (3 months) availability of the bus fleet at each site during the AMC period shall be maintained at least 75%.

Any non-availability not attributable to Contractor shall not result in non-availability of the bus (es). Similarly, accidental repairs and outages not attributed to the Contractor shall not be considered for calculation of availability of the bus(es).

In case of availability of bus fleet falling below 75% at any site for the given three-month period, NHPC reserves the right to levy site-wise Liquidated Damages (LD) for shortfall in performance of FCEV Buses at the rate of 2% of 3 months payment for every 1% reduction in fleet availability. The maximum liquidated damages which can be imposed will correspond to 50% of 3 months charges payable to Contractor for the corresponding period.

Payment / charges for levy of liquidated damages shall be calculated on pro-rata basis as per sl. no. 9(II) of terms of payment for Comprehensive maintenance Services, wherein Minimum notional Comprehensive Maintenance charges for levy of liquidated damages shall be considered by the Employer as 20% of the overall

cost of project (total Prices towards Supply and Comprehensive Maintenance Services offered by the Contractor).

The fleet availability and liquidated damages shall be calculated for each site separately.

## **12. WARRANTY/ DEFECT LIABILITY PERIOD:**

The warranty period for all FCEB's shall be 18 months from the date of supply or be twelve (12) months commencing immediately after the final acceptance of last bus under the package, whichever is earlier, for each site separately, or standard warranty of the product offered by the Supplier, if higher.

## **13. PERFORMANCE SECURITY:**

13.1 The Contractor shall provide security for the due performance of the Contract(s) as under:

- i. 5% (Five) of Contract Price for Supply excluding Minimum notional Comprehensive Maintenance charges (20% of the overall cost of project i.e. Total Prices towards Supply and Comprehensive Maintenance Services offered by the Contractor) (separate Performance Guarantees for Leh (2 nos. FCEV Bus) & Chamba (1 no FCEV Bus) respectively of the value corresponding to Supply of FCEV buses i.e. Price Schedule for Supply in currency of the bid within twenty-eight (28) days from the date of issuance of the notification of contract award and valid up to 90 days beyond the Defect Liability Period or standard warranty of the product offered by the Supplier if higher, to respective Engineer-In-Charge.
- ii. 5% (Five) of Contract Price of Maintenance Services i.e. Minimum notional Comprehensive Maintenance charges (20% of the overall cost of project i.e. Total Prices towards Supply and Comprehensive Maintenance Services offered by the Contractor) (separate Performance Guarantees for Leh (2 nos. FCEV Bus) & Chamba (1 no FCEV Bus) respectively of the value corresponding to Price Schedule for Comprehensive Maintenance Charges) in currency of bid within twenty-eight (28) days from the date of issuance of the notification of contract award and valid up to 90 days beyond Completion of Comprehensive Maintenance Period (i.e. Three (03) years from the date of final acceptance of

Fuel Cell Electric Vehicle Buses) to respective Engineer-In-Charge which shall be extended time to time till the completion of Comprehensive Maintenance period. However, this component of Performance Security can be subsequently reduced by the contractor on completion of each year/quarter of Comprehensive Maintenance period on pro-rata basis through submission of revised Performance Security.

The Contract Performance Security of the Maintenance Schedule shall cover:

- (i) Due performance of the work under Maintenance Schedule
- (ii) Overall system (Buses fleet availability)/ performance during the Maintenance period
- (iii) Other obligations specified elsewhere in the contract during Maintenance period.

The Contract performance security as per GCC sub-clause 13.1& 13.2 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) 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 in the prescribed proforma (Annexure-C).

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 Tender Inviting Authority 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 (for the contracts having time for completion- upto 12 months) 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 Security Bond as may have been furnished by the Contractor from time to time, are required to be extended/renewed the Contractor shall get the validity periods of such Guarantees or bonds extended / renewed, and furnish these to the Engineer one month before the expiry date of the aforesaid Guarantees/ Bonds originally furnished, failing which the existing Bank Guarantees/ Insurance Surety Bonds 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 forthwith recoup/replace the same at his cost with acceptable Performance Security.

- 13.2 The security shall be denominated in the currency of the Contract and shall be in the forms of bank guarantee attached hereto in the section. The security in the form of a Bank Guarantee for amounts in Indian Rupee shall be acceptable if the same is issued by any Indian Nationalized Bank/ Scheduled Bank.

For online confirmation of Bank Guarantee through SFMS against Performance Security, the bank details of NHPC to be communicated to the issuing Bank is as under:

**For Nimmo Bazgo Power Station**

Name of the beneficiary: NHPC Ltd.

Account No.: 10942145055

IFSC Code: SBIN0001365

Address of the Bank: State Bank of India, Leh(01365), UT of Ladakh - 194106

**For Chamera Power Station-III/ Chamba**

Name of the beneficiary: NHPC Ltd.

Account No.: 11753192013

IFSC Code: -SBIN0001517

Address of the Bank: State Bank of India, SBI Mahela, Chamba, HP-176310

- 13.3 Bidder shall submit Performance security in the form of Insurance surety bond / Bank Guarantee as mentioned in the tender in favour of 'NHPC Limited' to respective Beneficiary/Engineer-In-Charge.

**13.4 Refund of Security Deposit:**

The Performance Security against Price Schedule for Supply shall be released/ returned to the Contractor after 90 days beyond completion of Defect Liability Period. The Performance Security against Price Schedule for Comprehensive Maintenance charges shall be released/ returned to the Contractor after 90 days beyond completion of Comprehensive Maintenance Period.

The performance Security shall be released/ returned after adjustment/ recovery of any dues outstanding against the contractor under the contract.

**14. Insurance:**

- i. Transit Insurance Charges for the material under supply up to destination shall be borne by the Supplier.
- ii. **Insurance coverage during Maintenance Period**

The Employer shall take Insurance cover at its own cost during the Maintenance

Period. The responsibility of Machinery Break down (MBD)/Electronic equipment shall be of the Contractor during the entire maintenance period including Defect Liability Period.

**15. CONSIGNEE:**

Consignee shall be as follows:

- i. For Leh- Name of Consignee: Sh. Manoj Kumar Singh, Group Senior Manager( Mechanical).

Address of Consignee: NHPC Limited, Nimoo Bazgo Power Station, Village-Alchi, Leh, UT of Ladakh.

- ii. For Chamba: Name of Consignee: Sh. Kamal Prasad, Designation of Consignee: Sr Manager (E&C).

Address of Consignee: NHPC Limited., Chamera-III Power Station, Village-Karian, Distt.-Chamba, (HP).

**16. Paying Authority:**

Paying Authority shall be:

- i. For Leh-Sh. Ankush Kumar Gupta, Senior Manager (Finance)/ HOD Finance, NHPC Limited, Nimoo Bazgo Power Station, Village-Alchi, Leh, UT of Ladakh.
- ii. For Chamba- Sh. Pankaj Sharma, Senior Manager (Finance)/ HOD Finance, NHPC Limited., Chamera-III Power Station, Village-Karian, Distt.-Chamba, (HP).

**17. Integrity Pact:**

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

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

The Pre-Contract integrity pact, is to be executive on plain paper with NHPC Ltd. at the time of submission of bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to Award.



To oversee the compliance under the integrity pact, Sh. Vinod Agrawal, IAS (Retd.) & Sh. Prabhash Singh, ITS (Retd.) has been appointed as an Independent External Monitor (IEM) by the Owner. The Contact Address of IEM is as under: -

Name of IEM	Address
Sh. Vinod Agrawal, IAS (Retd.)	B-103, Sarvoday Enclav, 2nd Floor, New Delhi – 110017 Email: arsv50@gmail.com
Sh. Prabhash Singh, ITS (Retd.)	E7, M702, Housing Board Colony, Arera Colony, Bhopal, M.P–462016 Email: srgmhrbpl@gmail.com

**BANK GUARANTEE FOR CONTRACT PERFORMANCE**

**Bank Guarantee**

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

Bank Guarantee No. ....

Date .....

To,

*NHPC Limited*

*NHPC Office Complex,*

*Sector-33, Faridabad, Haryana-121003 (India)*

Dear Sirs

In consideration of the .... *[Employer's Name]* ..... (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .... *[Contractor's Name]* ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the contractor, for ..... *[Contract sum in figures and words]* for ..... *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*)..... of the said value of the aforesaid 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, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....*[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of

the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank. The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s.....(name of contractor) 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 ..... 2024..... 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-----
(Name)	Dated: -----

-----  
(Official Address)  
Communication address of the Bank  
Name of the contact person  
Telephone 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 defect liability Period/ Comprehensive maintenance period as specified in the Contract.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
3. Vendor's stamp with full details i.e., name of the purchaser in whose favour this stamp paper has been purchased, should 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.
5. The issuing bank shall write the name of the bank's controlling branch/ office along with contact details like telephone/ fax and full correspondence address, in order to get the confirmation of BG from that branch/ office, if so required.
6. *Beneficiary's Bank Account detail: as per SCC.*

**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 three (3) months beyond the Defect Liability period / Guarantee/Warranty period/Comprehensive Maintenance period as specified in the Contract.
- 2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name,

designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond 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 surety from that branch/ Head office, if so required.

**BANK GUARANTEE FORM FOR RELEASE / PAYMENT OF RETENTION MONEY**

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

Bank Guarantee No.....

Date.....

To,

*[Employer's Name & Address]*

1. We.....*[Name and address of the Bank]* ..... having our Registered/Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby undertake and agree to indemnify and keep indemnified the.....*[Employer's Name]* ..... (hereinafter referred to as "the Employer " which expression shall, unless repugnant to the subject or context, include its administrators, successors and assigns), to the extent of .....*[amount]*..... on behalf of M/s.....*[Contractor's Name]*..... with its Registered/Head Office at ..... (hereinafter referred to as "the Contractor) in lieu of an equal cash amount of Retention Money deposited by the Contractor and/or deducted by the Employer from the bills of the Contractor and which the Employer has agreed to substitute with a bank guarantee as hereunder, under the provisions of Contract No.....dt. ....which the Contractor has entered into with the Employer in connection with the construction of..... (*Name of Work*) at a total cost of..... (*Contract Sum*) (hereinafter called the 'Contract').
2. We, the Bank also do hereby agree to pay unequivocally and unconditionally immediately on demand, in writing, from the Employer, of any amount upto and not exceeding .....*[amount]*..... to the Employer for any purpose or cause or on any account whatsoever under the provisions of the Contract in which respect the decision of the Employer shall be final and binding on us.
3. We, the Bank, further agree that this guarantee shall be valid and binding on us upto and including .....(@).....and shall not be terminable by notice or any change in the constitution of the said Bank or the Contractor or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or



variations made, given conceded, or agreed with or without our knowledge or consent, by or between the parties to the Contract.

4. We also undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of the Employer.
5. Our liability under this guarantee is restricted to ..... [amount]..... Our guarantee shall remain in force until .....(@) .....
6. 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

In the presence of

Witness

For and on behalf of the Bank with Staff Authority No.

.....

Bank's common seal with complete address including  
Tel./fax. Nos.

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

**Notes:**

1.(@) This date will be Ninety (90) days beyond the Completion of Comprehensive Maintenance Period as specified in the Contract.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank

indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

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

3. Bank Guarantee is required to be submitted directly to the Engineer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.
4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

## SCOPE OF SUPPLY & SERVICES

### PART A \_ SUPPLY

#### 1 SCOPE OF SUPPLY

The project scope shall include but not limited to the following:

- a. Design, Engineering, Manufacturing, Supply of 03 Nos Hydrogen Fuel Cell Based Electric Buses (FCEBs), meeting the application requirements and technical specifications as specified hereunder, testing (at locations as suitable for the buses manufacturer/ its vendors), conducting all routine and acceptance tests (including trial run at sites), obtaining requisite regulatory approval from statutory authorities.
- b. Freight and Transit Insurance for delivery at site (including loading, transportation, unloading, storage, handling at site etc)
- c. The storage system of each Hydrogen Fuel Cell Based Electric Buses (FCEBs) should be designed in such way that, it can have live storage of 20 kg Hydrogen (Minimum) at the desired pressure of 350 bars in one go at prescribed filling rate.
- d. Systems having better specifications are allowed.
- e. The Total H<sub>2</sub> Storage Capacity (Live storage 20 kg & Dead storage) selection/ requirements shall be finalized during the stage of 'detailed engineering' with the approval/ acceptance of NHPC.
- f. Providing necessary training to the drivers and Comprehensive Maintenance services for a period of three (03) years from the date of final acceptance of FCEBs being supplied under the subject contract.
- g. The scope of services also includes initial registration, permits, insurance, fitness fees, road taxes, route-permits etc for the above FCEBs. However, the same shall be reimbursed by NHPC on production of actual receipts.
- h. Performance testing for demonstration of Guarantee.
- i. The vehicle shall be equipped with a vehicle tracking system with access to real time vehicle location. The bidder shall also provide suitable on-board data acquisition system/

provide data access through on-board ECU/VCU/control unit for data parameters.

- j. Data shall be logged at a minimum frequency of 0.16 Hz/ default value in standard telematics and shall be stored in an on-board data storage device of sufficient capacity or shall be transmitted and stored in a server arranged by the Bidder. Access shall be provided to NHPC so as to enable NHPC to access and download data on a daily basis.
- k. All supplies, services, subscription to ISPs/NSPs, integration required for communication of the onboard systems to the server for the contract duration is deemed to be included in the cost quoted by the bidder.
- l. NHPC shall provide all necessary support for obtaining necessary approvals for commencement of operation of the project.
- m. Operation of the buses shall not be in the scope of current contract and Hydrogen FCEBs shall be operated by State Transport Undertaking or State/District Transport Authorities/ other vendors (to be finalized by NHPC separately).
- n. The scope also includes all such items which although are not specifically mentioned in the bid documents and/or in bidder's proposal but are needed to make the system complete in all respects for its safe, reliable, efficient, and trouble-free operation and the same shall be furnished and supplied without any additional cost implications to the Owner unless otherwise specifically excluded as per **Clause 6.0 Exclusions** as mentioned hereunder.
- o. It is not the intent to specify herein all aspects of design and construction nevertheless, the equipment shall be conforming all aspects of high standard of engineering, design and workmanship and shall be capable of performing in continuous operation in a manner acceptable to NHPC, who will interpret the meaning of the specification and drawings and shall have a right to reject or accept any work or material which in their assessment is not complete to meet the requirements of this specification and/or applicable Indian / International standards mentioned elsewhere in this specification. Failure of any equipment to meet the specified requirements of tests carried out at works shall be sufficient cause for rejection of the equipment. Rejection of any equipment will not be held as a valid reason for delay in completion of the works as per schedule. Contractor shall be responsible for removing all deficiencies and supplying the equipment that meet the requirement.

## **2 GENERAL REQUIREMENTS AND OTHER CONDITIONS OF CONTRACT**

The bidder(s) shall supply the FCEBs meeting the statutory requirements of the project for operation.

All logistics and transportation arrangements including transit insurance for the supply of FCEBs at locations and supply of spares during the maintenance support period of 3 years of the FCEVs shall be included in the bid price or shall be borne by the Bidder(s).

## **3 TRAINING**

The bidder shall provide training (free of cost) to employer's personnel/ authorized representatives of @ 15 mandays for each FCEBs at pilot locations, familiarizing them regarding the basic operations, fault diagnostics, configuration, downloading/transfer of data, settings etc. of the FC Electric Buses and other associated equipment(s) / accessories. Expenses towards travel, lodging, and boarding and other expenses for the instructors/trainers shall be borne by the bidder.

## **4 NHPC's SCOPE**

NHPC shall be providing following facilities to the Bidder:

### **HYDROGEN RE-FUELING STATION**

NHPC shall develop an integrated Hydrogen generation, storage, and dispensation facility at respective pilot locations to cater to fueling requirements of FCEBs at following specifications/parameters.

- i. Hydrogen Generation/Storage Capacity: 40kg (minimum) at Leh, UT of Ladakh & 20 kg (minimum) at Chamba, Himachal Pradesh.
- ii. Hydrogen Purity:  $\geq 99.97\%$  (As per ISO 14687:2019)
- iii. Operating Parameters: Fast filling as per fueling protocol SAE J2601-02: 2014 and communication protocol SAE J 2799:2019 350 Bar & - 40 °C (T40 dispenser)

## **5 SHARING OF PROJECT DATA**

The contractor will protect the confidentiality of proprietary or operational information and data acquired/ generated as a result of execution of the pilot project.

Any information proprietary or operational shall be under the ownership of NHPC (including NHPC's consultants) and Bus OEM and may be used by both the parties for undertaking



their normal business requirements.

NHPC shall share the operational data with its authorized Project Management Consultant under Data Confidentiality law for business and operational analysis. The operational data may also be shared with Government of India. The bidder, however, shall not use the operational data generated during the pilot exercise for any report and / or shall not share the operational data generated during the pilot exercise with any third party / Govt. of India or its agencies / any other country Govt., or its agencies without prior written permission from NHPC.

## **6 EXCLUSIONS**

Hydrogen generation and Dispensing Plant

Operation of Hydrogen Dispensing station.

Operation of Hydrogen FCEBs.

## **PART B \_ MAINTENANCE SERVICES**

### **1 SCOPE**

1.1 The Bidder shall provide their offer for providing the on-site maintenance services (all types of maintenance i.e., scheduled, preventive, breakdown, troubleshooting etc.) for the buses supplied under the contract. All parts, assemblies, sub-assemblies, fitments, accessories including the ITS equipment's etc. which have been supplied at the time of supply of bus to NHPC shall be deemed to be included in the scope of maintenance services for a period of 3 years from the start of the commercial operation of electric bus. All the costs associated with providing on-site maintenance activities like manpower cost, spare parts cost and repair of Fuel cell stack, Hydrogen storage systems, battery packs, transportation costs (including towing charges of the defective vehicles to workshop) etc. are deemed to be included in the cost quoted by the Bidder.

1.2 The Bidder shall ensure that all the required maintenance activities are carried out timely and as per practices approved by the Bus manufacturer so as to ensure safe and reliable operation of the bus. The contractor shall ensure adequate availability of spare parts as well as after Sales Maintenance Service during the entire contract period either by setting up a workshop or through suitable tie-ups with the authorized service providers.

All records of maintenance must be maintained by the contractor which can be accessed by NHPC on demand. These records are to be handed over to NHPC after the O&M period of contract.

1.3 The Bidder(s) may construct workshop and maintain stores or else have tie-ups for the providing maintenance services through their Authorized service providers. Approximately 1500 sq. feet land for development of workshop and stores shall be provided by NHPC near to the parking space provided for the FCEV bus. The mentioned area of approx. 1500 sq.ft for development of workshop and Stores, doesn't include parking space. The area is indicative only and may be increased / decreased as per site requirements, during execution of the projects, as per mutual consent of NHPC and successful bidder. No tools and tackles shall be provided by Owner in the workshop. Suitable electricity connection shall be provided by Owner for carrying out maintenance activities as well as for other office/workshop functions. Cost of electricity consumed by the bidder for maintenance activities shall be borne by the bidder as per actuals.

- 1.4 Bidder(s) shall be responsible for maintenance / servicing / troubleshooting / fault diagnosis of the buses for the pilot project duration of 3 years and must ensure maintenance/service support during this period. Bidder shall maintain necessary inventory/spares for ensuring least downtime. All associated costs required for undertaking maintenance, replacement, repair & trouble-free operation of the bus for 3 years along with its all accessories are included in bidder's scope and bidder may submit the price accordingly in the relevant price schedule.
- 1.5 The bidder shall furnish a list of major equipments/ Systems/ Sub-systems/ Assemblies/ Subassemblies/ maintenance parts contributing more than 5% of the total cost of Bus along with catalog Nos, quantity, specifications, current unit prices and contact information about the vendors/suppliers/sub-vendors which may require replacement over the period of 10-15 years.

## **2 AVERAGE ASSURED ANNUAL RUN (BUS KILOMETERS)**

The average distance travelled by the bus is expected to be 220 km/bus/day with a variation of  $\pm 10\%$ .

## **3 AVAILABILITY DURING THE AMC PERIOD**

Availability Calculation: The FCEBs are intended for intra-city operation with operation timings of 5:00AM to 11:00PM on daily basis. Though, the operation hours are indicative only and actual operation hours will depend on the actual timings for operation and schedules provided by Employer/ STUs/ State/ District Authorities. In addition to this, two days permission for each month would be provided for undertaking maintenance. This period will not be considered for calculation of availability. Similarly, accidental repairs, cancellations and outages not attributed to the bidder shall not be considered for calculation of availability of the bus(es).

Any cancellations not attributable to the Bidder shall not be considered in calculation of availability, however, this will not exclude the cancellations due to breakdown.

Availability of Individual Bus (%) =  $[(A - B)/A] \times 100$

Where, A = Nos of Scheduled Operation Hours

B = Nos of Hours lost due to Outages/Breakdowns during the scheduled operation hours

Availability of Fleet = Average of the Availability of individual buses



The quarterly (3 months) availability of the bus fleet at each Pilot Project Site during the AMC period shall be maintained at least 75%. In case of availability of bus fleet at any site falling below 75%, NHPC reserves the right to levy liquidated damages for shortfall in performance of equipment/services as per methodology provided in SCC.

## TECHNICAL SPECIFICATIONS

### BUS SPECIFICATION

#### 1. CODES & STANDARDS

- 1.1 All materials shall conform to the BIS/AIS standards & specifications meeting or exceeding the requirements as given in the Bus Code.
- 1.2 All works shall be carried out as per the standards/codes referred in the specification. All standards, specifications and codes of practice referred to shall be the latest editions including all applicable amendments and revisions as on date of opening of techno-commercial bid. Wherever Indian standards are not available, internationally acceptable standards may be offered by the Bidder. In such case the Bidder shall clearly indicate the standards adopted, furnish a copy in the English of the latest revisions in force as on date of opening of techno-commercial bid and shall clearly bring out salient features for comparison. The specifications/standards followed shall conform to the specification/standards as amended /updated or the latest published by the concerned agencies.
- 1.3 The bidder shall comply with all applicable Central, State and local laws (including Acts, & Regulations). Some of the rules and regulations for which compliance is required are:
  - a. Central Motor Vehicles Rules-1989 (CMVR), amended up to date
  - b. AIS 157: Safety and procedural requirements for type approval of compressed gaseous hydrogen fuel cell vehicles, amended up to date
  - c. Code of Practice for Bus Body Design and Approval' (AIS 052)- Bus Code, amended up to date
  - d. AIS 153: Additional requirements for bus construction, amended up to date as applicable to buses in India and other state/city norms as applicable on the date of opening of techno-commercial bid. In the event of any conflict between the requirements emanating from these specifications and those as per any statutory/legal requirement, etc. in force, the statutory/legal requirement shall prevail.

As per the present regulations, any vehicle manufacturer directly or through their authorized representative, may import, up to 500 units of right-hand drive control Bus category of vehicles annually, unused completely built units (CBU) or completely

knocked down units (CKD) of right-hand steering control vehicles, compliant with the international standard, namely EEC or ECE or Japanese. The compliance of such vehicles shall be deemed to be established for sale and registration, by a certificate of compliance for the relevant standard issued by an authorized agency or accredited certifying agency.

- 1.4 Wherever Indian standards are not available, internationally acceptable standards (ISO, EC regulations, SAE etc.) may be referred. Standards followed shall conform to the Standards as amended /updated or the latest published by the concerned agencies.
- 1.5 The supplied buses shall be used at pilot locations for indicated application use. The Bidder(s) are encouraged to consider the pilot locations climatic, environment, geographical, operational & infrastructural conditions for making suitable modifications/provisions in the supplied buses. **Since the buses are to run in Hilly Areas, so buses should be of approx. 9–10 meter length with variation allowed as per relevant Standards/ Statutory Provisions.**

## 2. GENERAL DESIGN FEATURES

- 2.1 The specification indicated in the bidding documents provides the basic minimum requirements to be met by the bidder. Bidder may offer better or higher specifications than those indicated however no cost compensation for these specifications/features will be provided by Owner
- 2.2 The bus complying to all Acts/rules/regulations shall be designed for transportation of passengers as per good engineering practices and to meet the following requirements:
  - a. Superior Passenger comfort with luxury features
  - b. High standards of Passenger safety
  - c. Durability for design life
  - d. Reliability of the product providing high standards of availability for safe and reliable operation
  - e. Ease of repair and maintenance
  - f. Aesthetically designed interiors and exteriors
  - g. Ease of boarding and alighting for all passengers



h. Ergonomically designed driver's work area

2.3 The Bus design and the manufactured buses under this contract shall meet all the statutory requirements and type approval certificate of compliance from the approved test agency for the complete bus as per the specifications/regulations will be submitted to the Owner by the manufacturer. The buses shall be accepted only after successful completion of testing and certification for compliance to Indian regulations as per the implementation schedule of the project.

2.4 The bus body design shall be a proven design duly evaluated by the agencies authorized as per CMVR. Body should be as per specifications given in tender and Bus Body code (AIS-052). The bus shall be so designed to maintain operational stability requirement as per Bus Code. The bus shall be driven by heavy duty axle at the rear with adequate capacity to take care of maximum GVW & crush loading expected during life span of the bus.

2.5 The complete bus along with FC stack, Motor, Battery, Transmission System along with Air- conditioning and Heating System, if applicable, system should be able to operate efficiently at ambient temperatures of the respective place of deployment.

Any external additional arrangements or subsystems, if required, for cold start-up operation of FCEV shall be provided by the bidder. NHPC shall only provide LT power supply at the place of deployment.

2.6 The bus shall be suitable to provide reliable daily operation for 16-18 hours in the climatic conditions, infrastructure and road conditions as available in the locations as mentioned in 3.0 (Vehicle Operative Environment) below and with average daily run in the range of 220 Km  $\pm$  10%.

2.7 Besides meeting the statutory requirements, the bus shall be designed with respect to its body and different aggregates/systems/subsystems (excluding batteries) to operate satisfactorily in urban transport service for at least 10 years or 6,00,000 kms whichever is earlier.

In case the life of Fuel Cell stack is less than the designed life of bus, the bidder shall furnish the data of FC stack life and warranty along-with the cost of replacement.

### 3. VEHICLE OPERATIVE ENVIRONMENT

The FCEVs shall operate in the following climatic conditions:

Leh, experiences variation of season from extreme cold to moderate hot conditions situated in Ladakh region. Whereas, Chamba, have highland tropical climate with dry winter climate situated in Himachal Pradesh. The target for application is 220 Km  $\pm$  10% km per bus daily operation in and around Leh, UT of Ladakh & Chamba, Himachal Pradesh city respectively.

Description Location	Leh, UT of Ladakh	Chamba, Himachal Pradesh
No of FCEBs	2 Nos	1 No
Ambient temperature °C	(- )30°C to (+) 30°C	-10 °C to +40 °C
Elevation, M	~ 3125 m	~ 1200 m
Road condition	Paved cement or asphalt road	Paved cement or asphalt road
Duty Cycle	Bus driving cycle for vehicle for intracity routes	Bus driving cycle for vehicle for intracity routes

#### 4. POWER TRAIN AND PERFORMANCE REQUIREMENTS

- 4.1 The buses should be designed for sufficient power for obtaining desired performance levels for the applications and drive cycles at pilot project location(s). The transmission and propulsion system should comply with the relevant codes and requirements laid down in AIS.
- 4.2 The FCEVs shall have right hand drive.
- 4.3 The drive shall have Regenerative Braking feature.
- 4.4 The FCEVs shall comply with technical parameters and performance requirements specified in FAME India Scheme Phase II (Except for localization requirements), including but not limited to the following:

Sr. No.	Parameter	Requirement
1	Powertrain configuration (FC and battery configuration)	Parallel
2	Maximum battery contribution in total range, %	25
3	Minimum maximum speed at GVW condition, kmph	70



4	Minimum acceleration at GVW, m/s <sup>2</sup>	0.8 (0-30 kmph in 10.5 sec)
5	Minimum grade ability at GVW, Degree (Percent)	9.7 (17)
6	Distance travelled (km) per kg of H <sub>2</sub> . [Bidder shall produce certification data as per AIS 157 to demonstrate compliance]	Shall be greater than 11
7	Cold start ability, Degree	0
8	Motor power to GVW ratio, kW/ton	Shall be greater than 5

## 5. SUSPENSION

Front: Air suspension/ Steel Leaf Spring Suspension/Mechanical -Parabolic Weveller.

Rear: Air suspension

The suspension system shall be designed so as to provide comfortable ride to the passengers considering the Gross Vehicle weight.

## 6. BRAKING SYSTEM

6.1 A reliable pneumatic braking system with suitable redundancies shall be provided. Suitable coordination of Regenerative braking with Pneumatic Braking shall be provided so as to provide smooth braking. Only non-asbestos type friction material shall be used. The Bus shall be fitted with Anti-Lock Braking System conforming to CMVR requirements.

6.2 Parking Brakes shall be provided.

## 7. VEHICLE SAFETY

The bidder shall provide safety systems for hydrogen leakage detection, electrical short circuit and leakage protections. The vehicle shall comply requirements of AIS 157, amended up to date, for requirements related to hydrogen receptacle, hydrogen storage, hydrogen distribution, leakage detection and other safety requirements related to all hydrogen fuel related system on-board. Supplier shall be able to demonstrate, by adequate documents / other means, vehicle safety in case of frontal impact, roll over, side impact.

### 7.1 Guidelines for Vehicle Safety

The Bidder(s) shall be in compliance with the safety standards (or codes) provided by India/other National standards for vehicle catering to commutation of passengers.

- a. Suitable fire detection system must be installed to detect fires in the propulsion and fuel chambers or battery compartment as per AIS 153.
- b. Suitable fire protection devices (fire extinguishers), emergency doors/exits will be provided as per statutory requirements along with flammability requirements as per AIS 153

## 7.2 Electric Safety

The electric safety of the vehicle shall comply with AIS 157, amended up to date, which shall include, but not limited to:

Electric vehicles – Safety specifications

- a. On-board energy storage (including Hydrogen and Battery) unit
- b. Functional safety means and protection against failures
- c. Protection against electric hazards

The bidder shall be able to demonstrate, through suitable documentation, such as Failure Mode Effect Analysis (FMEA), Fault Tree Analysis (FTA) or any other suitable means that the vehicle and systems are designed for protection against possible failures

## 7.3 Hydrogen Safety Protection

The Bidders(s) shall provide safety certificates for the hydrogen storage cylinders and the on-board hydrogen supply system, clearly indicating compliance to guidelines, standards, codes, etc. The hydrogen safety strategy of the vehicle shall include clear instructions of warning, danger and/or emergency situations, automatic cut-off and other safety management measures. Hydrogen gas leak detectors must be provided in the fuel cell compartment and in the passengers seating area.

## 7.4 High Voltage Safety

The vehicle shall comply with AIS 157: "Electric vehicle – Safety specification", "Electric vehicle conductive charging system", and "Safety of information technology equipment" or equivalent International standards or codes. The high voltage system shall feature protection against over-voltage, short circuit and electrical leakage, and shall be water-proof and dust proof meeting NEMA 4/equivalent international standards or codes/equivalent Indian standards or codes if exposed to external & meeting NEMA 6 equivalent international standards or codes/ equivalent Indian standards or codes if located under the



vehicle floor. Following feature shall be incorporated for providing high voltage safety.

- a. The vehicle shall have a high voltage disconnect device to separate the high voltage sources (such as the battery and the fuel cell) from the high voltage bus. The disconnect device shall have a reset function once the triggering condition is cleared.
- b. The vehicle shall feature a manual cut-off switch to disconnect the high voltage sources from the high voltage bus which can be activated by the operator without special tools.
- c. The high voltage disconnect shall be activated under over-current, excessive leakage, or crash conditions.
- d. All high voltage cables shall be clearly marked, and warning labels indicating high voltage sections shall be supplied.

#### 7.5 Insulation & Interlock Protection

The vehicle shall have sufficient measures to prevent damage and safety accidents due to wrong operation. The interlock shall include at a minimum:

- a. Opening the enclosure of any high voltage device with the high voltage circuit connected.
- b. Refueling hydrogen when the vehicle is activated.
- c. Refueling hydrogen while the vehicle is connected to the electricity grid.
- d. Attempting to activate the vehicle while refueling or while the vehicle is connected to the electrical grid.

The vehicle shall comply with AIS 157, amended up to date, for all above requirements.

#### 7.6 Emergency Response

The vehicle should have a system that can detect emergencies for fire, hydrogen leakage, electrical leakage, etc. The vehicle must notify the driver in case of fire, automatically disconnect the hydrogen supply in case of a hydrogen leakage exceeding the hazard limit and disconnect the high voltage supply in case of an over-current or excessive leakage condition, and disconnect the high voltage bus and the hydrogen fuel supply in the event of a crash. Bidder(s) shall provide a detailed explanation of measures taken to ensure hydrogen safety in the event of a vehicle crash, including disconnecting strategies, testing results, etc.



7.7 The vehicle shall comply with AIS 157, amended up to date, for all above requirements.

## 8. ONBOARD HYDROGEN STORAGE, FUEL CELL STACK AND BATTERY SYSTEM

8.1 The hydrogen storage, Fuel Cell & Battery System and other sub-systems of the FCEVs shall conform to requirements prescribed in AIS 157 amended up to date. All systems should be arranged for ease of operation & maintainability. This also includes all the components and sub-systems necessary to provide electrical power as directed by the vehicle system controller, and includes but is not limited to the fuel cell stack (or fuel cell module), hydrogen supply system, safety system, air supply system, control system, and fuel cell water and heat management system.

8.2 The FCEBs shall be provided with latest technology storage tanks (Type 3 / Type 4) to meet the minimum required range and power requirements of the application use at pilot location with limp home range of at least 30 KMs.

8.3 The storage tanks should conform to the latest specifications or PESO norms and relevant certificates must be provided for the same.

8.4 The cylinders should be mounted in accordance with AIS 157 for fuel cell vehicle safety.

8.5 The receptacles of the hydrogen storage system should be in accordance with AIS/ISO/SAE/EC compliance. Receptacles of storage tank for fast filling of Hydrogen shall be designed for outdoor type and Infrared Communicable type in line with SAE J2601-02: 2014 and communication protocol SAE J 2799:2019 350 Bar & - 40 °C (T40 dispenser).

8.6 The fuel cell must be used as a primary power plant (providing at least 75% power) wherever required, and remaining power to be supplied by batteries. Battery will provide instantaneous power and let it provide even more than 60% for the small duration.

8.7 Average power must be supplied by fuel cell. For the entire trip, we have to measure utilization of H<sub>2</sub> and power received from fuel cell and it must be at least 75%.

8.8 The rating of the Fuel Cell Stack along-with the power train should be suitably matched so as to get the desired vehicle performance in terms of maximum speed, acceleration, etc.

8.9 The onboard stored capacity of hydrogen along-with battery should be able to suitable to drive the bus for the desired range in fully loaded condition with all the systems in service.

8.10 The time needed for starting the fuel cell system from a cold condition to idle running shall be less than 3 min at an ambient temperature of -10°C, provided that the vehicle has been

connected to an electric utility to power the fuel cell heating system.

- 8.11 The bus will be provided with external power supply arrangements to prevent the fuel cell from freezing while the vehicle is parked in a cold environment.
- 8.12 The net energy efficiency of the fuel cell system at the date of delivery should be no less than 55% (LHV based) at maximum continuous output after warming up. [The same shall be measures with respect to driving cycle and VI & PI curves.]

OR

Distance travelled (km) per kg of H<sub>2</sub> shall be greater than 11 KM. [Bidder shall produce certification data as per AIS 157 to demonstrate compliance], as mentioned at Sl. No. 6 of table given in Technical Specifications Clause 4.4.

- 8.13 The Bidder(s) shall provide in detail:

- a. Requirements for replacement or refilling of coolant such as water/glycol.
- b. Requirements for regenerating or replacing the deionization device for the coolant.
- c. Any requirement for makeup of water for the fuel cell system.
- d. Requirements for vehicle support when parking for more than 48 hours.

## 9. DATA ACQUISITION SYSTEMS

- 9.1 Bidder must ensure that suitable data acquisition system is installed in the bus to capture real-time data of the FC stack/system performance/operational parameters.
- 9.2 The bidder to provide suitable monitoring, reporting and diagnostics software for maintenance of the vehicle.

## 10. INTERIORS

Should be easily washable with proper drainage and adequately sealed to prevent ingress of dust, gases, water. **Sensors for detecting hydrogen leakage must be installed at appropriate locations.**

## 11. PASSENGER SEATING

**Indicative** Seating Capacity: 30 Passengers + 1 Driver + 1 Helper

Following features shall be provided for each passenger's seat:

The seating layout shall be 2 X 2 with minimum seat space of (width X depth) 450 mm X



450 mm per passenger, as recommended for a "Standard Bus of Premium Segment (Air Conditioned)" in UBS II.

- a. Best in class upholstery
- b. Reclining seats/Push back seats
- c. Leg rest
- d. Individual Seat Tray for refreshments/etc (optional).
- e. Provision for bottle holders
- f. Multichannel infotainment console for individual passengers (optional).
- g. All passenger seats should be equipped with latest In-Vehicle infotainment with licensed content (optional).
- h. Provisions for In-Bus refreshments (hot/cold) [optional].
- i. USB Socket at all seats (Optional).

## 12. PAINTS

All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. Polyurethane (PU) paint conforming to BIS: 13213-1991 or latest/ international standards as applicable shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match the shades as per BIS: 5-1978 or latest. Details of paints used, surface treatment & preparation, corrosion prevention treatment, base primer coatings, number of paint coats to be applied etc. shall be submitted for NHPC's approval.

## 13. COLOR SCHEME

Exterior, interior colour schemes including floor colour, seat colors, seat upholstery and logo/graphics shall be painted as directed by the NHPC. This will be finalized at the time of body building.

## 14. WINDOWS

- 14.1 The window shall be in two-piece design with flat and fixed top and bottom window glasses for air-conditioned buses. The intermediate supporting frame member shall be of adequate size to bear the load of top fixed glass without bending during the life span of the bus. The top & bottom window glasses shall be aesthetically installed. Alternative arrangements

proposed by OEM can also be discussed during engineering stage.

- 14.2 Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system.
- 14.3 Windows shall have appropriate beading to minimize vibration. Window frame should be of aluminum with powder coating and sealing with EPDM.
- 14.4 Visual light transmittance should be 50% Minimum (CMVR 11(2)).
- 14.5 The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling.
- 14.6 The general requirements of windows beyond those mentioned above shall be as per the provisions of Bus Code/UBS-II specifications.

## 15. HVAC SYSTEM

- 15.1 Air Conditioning unit shall be supplied as part of the fully built bus. Ventilation and air conditioning system is to be roof mounted or as per bus OEM design requirements in compliance with AIS/ISO/EC/SAE requirements.
- 15.2 AC unit must maintain a temperature inside the bus which shall be in the range of 20 degrees Celsius as a minimum and 28 degrees Celsius as the maximum temperature permitted under continuous operation of vehicle for 16 hrs in a day with doors closed and loaded etc.
- 15.3 Ducting for air conditioning shall be so placed such that there is even cooling along the entire length and width of the bus interior.
- 15.4 The noise levels of AC system shall be as required under the Central Motor Vehicle Rules (CMVR)/AIS/any other Indian standards.
- 15.5 Heating system, if installed, shall comply with UN Regulation 122 "Uniform Technical Prescriptions Concerning the Approval of Vehicles of Category M, N and O with Regard to their Heating Systems". The OEM may also use the heat from the fuel cell to heat the cabin, if required. Further, OEM may also use initial external power from electric utility for initial warm-up of fuel cell system or cabin, if required without affecting FC performance or range.
- 15.6 In case of AC failure, proper air ventilation will be provided through roof hatch and cabin fans provided in the bus. These cabin fans shall be provided on all sides of each pillar (except passenger door pillar) on both sides of the bus and one fan in driver's cabin.



Moreover, Design of roof hatch, for emergency escape is allowed.

#### 16. FIRST AID KIT

First aid box will be provided as per CMVR without medicines.

#### 17. INSTRUMENT PANEL FOR DRIVER

The instrument panel for driver shall be designed as so as to meet the operational requirements of control/monitoring of the vehicle by the driver as well as provide suitable alarms/indications in audio/visual form so as to intimate the driver of the unsafe operating condition. These indications shall be self-lighted type symbols with sufficient illumination so be visible in daylight also. The Vehicle Health Monitoring and Diagnostic System shall be capable of recording all such alarms along with time stamping for retrieval at a later time for a minimum period of 30 days.

#### 18. GENERAL REQUIREMENTS

The buses will be provided with fitments indicated in the Bus Code. In addition, other following general requirements shall also be met:

- a. Proper pictorial signage's will be provided for information to passengers regarding emergency exits, seats reserved for persons with disabilities, ladies or senior citizens etc. These pictorial signage's shall be self-explanatory meeting the statutory requirements or as finalized between Owner and Bus manufacturer.
- b. All footsteps and exits (both service and emergency) shall be provided with anti-skid yellow nosing.
- c. Stanchions, Handrails and Handholds suitably designed for passenger safety during entry, exit and travelling shall be provided in sufficient numbers. The painting/color scheme for all such devices shall be subject to Owner's approval. Similarly adjustable sun visor for driver shall be provided.
- d. All the electrical accessories like cables, converters, batteries etc. shall be provided with equipment's rated suitably to meet the requirements of adopted voltage and current ratings. The manufacturer shall provide details of the equipment's and the adopted standards for Owner's reference.
- e. Suitable number of Isolation/Disconnection and protection devices (like circuit breakers/isolators etc.) shall be provided so as to isolate/disconnect the batteries and

the associated system safely for carrying out maintenance or in case of electrical faults and emergencies. These devices shall be suitably located to provide easy access/control to driver.

## 19. MISCELLANEOUS

Any other provisions/fitments even though not explicitly mentioned but required for safe and efficient operation and/or for fulfilling statutory requirements must be provided in the offered bus.

## 20. TOOL KIT

20.1 As per OEM's recommendations

20.2 One Diagnostic Tool i.e., Handy Scanner or Software with Interface, if any for maintenance of Electric Bus shall be supplied. All tools, tackles, interface devices along with diagnostic software's (if required) for troubleshooting, maintenance, interfacing with the bus and transfer of data from bus are deemed to be included in one such set.

## 21. INTELLIGENT TRANSPORT SYSTEMS (I.T.S.)

21.1 It is desired to have ITS system on the Buses to harness currently available technologies, enhance commuter experience and quality/ substance of visual displays, make vehicle more driver friendly and improve operating efficiency

21.2 Following to be provided under ITS:

- a. Passenger information system (PIS)
- b. IP enabled Security camera network system (SCN) comprising of minimum 3 Nos. cameras per bus (2 Nos. for passenger area + 1 No. Rear Camera which will be operational during reversing of the vehicle)
- c. The Single Control Unit 'SCU', together with Single Bus Driver Console 'BDC', forming the nucleus of the on- bus vehicle intelligent transport system (OBITS)
- d. Vehicle health monitoring and diagnostics (VHMD)
- e. Multi-channel (minimum 5 channels inclusive of Audio and video for each channel) infotainment system (optional).
- f. Driver Monitoring and Alerting System: Capable of monitoring the driving/driver behavior and sending alerts to central server.



21.3 In addition to above, compliance to AIS-140 is required. The bidder shall undertake all activities required to make the ITS functional, provide complete information about protocols, interfaces and technical documentation for all the ITS components and ensure technical support to the client and/or to any systems integrator(s) appointed by the client for integration of ITS components with client's backend systems, as and when they are implemented.

21.4 Further, the bidder shall also provide training to NHPC's Operator or other manpower authorized by NHPC for operation/configuration of various ITS components.

## 22. SPEED LIMITING DEVICE

All the vehicles are to be provided with electronic type duly approved /certified speed-limiters as per AIS – 018/2001 or latest, tamper proof with option / provision of adjusting the maximum speed limit to undertake trials at higher speeds.

## 23. ADDITIONAL INFORMATION

List of Wall charts, Parts Catalogue, Drawings, Seat Layout, etc. \*

Sr. No	Details of Literature / Drawings	Quantity
1.	Service Manual(s)	3 Nos
2.	Part Catalogue	3 Nos
3.	Colored wall charts of main aggregates	2 set
4.	Lubricating chart along with specifications of oils/greases	2 set
5.	Drawing of bus electrical wiring	3 set
6.	Drawing of bus body showing exploded view of all body parts such as body panels, windows, seats, show grill, engine bonnet etc as well as body structure of all sides including under frame & roof	3 set
7.	Drawing of chassis frame of Electric Bus showing the locations of major assemblies including Fuel Cell Stack, Hydrogen Storage, electric power-train, battery power pack, ground clearance, wheel base, height and length of chassis, front and rear track width, etc.	3 set

**\*All the above information will be provided in soft form also**

### Technical Data Sheet

Sr no	Parameters	Description
1	Type of Bus	Midi (AC)
2	Application	Intracity
3	No. of Buses	Three (3)
4	Place of Supply	Two (2) Nos bus at Leh, UT of Ladakh & One (1) number bus at Chamba, Himachal Pradesh
5	Indicative routes of operation	In/ around above-mentioned Cities
6	Length of Bus	9-10 meter length suitable for hilly regions with variation allowed as per relevant Standards/ Statutory Provisions
7	Floor Height	As per OEM Design (Height to be kept considering Hilly Areas of Operation)
8	Indicative Seating Capacity	30 + 1 (Driver) + 1(Helper)
9	Fuel Cell Type	Hydrogen Based PEM
10	Rated performance at GVW in a stop/start urban operations	Attain a minimum speed of 70 kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational.
11	Minimum No. of Service Doors	(a) Right Hand Side- Driver (01 No.) (b) Electro-pneumatically controlled on Left Hand Side – 01 Nos.
12	Minimum Bus Range (GVW + HVAC in service)	>150 Km with 20 kg (live storage) Hydrogen filling
13	Min Limp Home Range	30 km
14	HVAC System	As per location requirements
15	Estimated Annual Run	60,000 KMs per Bus
16	Additional features	All lighting fixtures shall be LED based with smart (optional) dimming controls for passengers
17	Luggage Compartment	As per OEM Design meeting Statutory/ Regulatory Requirements



**BIDDING DATA SHEET**

1. The Contractor shall provide the general schematic drawings, bus layout, front/rear and both side views of the offered designs of the buses.

**In addition to the above details, following information shall also be provided regarding the offered bus**

<b>Sr. No</b>	<b>Parameters</b>	<b>Details</b>
1.	Name of manufacturer	
2.	Vehicle homologation done	
3.	Hydrogen Tank (Type)	
(i)	Capacity of each tank (Live & Dead Storage in Kg)	
(ii)	Location (Top/Bottom/Front/Rear)	
(iii)	Nos of Tanks	
(iv)	Mounting Position of Tank	
(v)	Receptacle Type	
4.	Fuel Cell Stack	
(i)	Module Capacity	
(ii)	Total Capacity	
(iii)	Guaranteed Working Hours	
5.	Battery Details Pack Rating	
6.	Gross Body Weight	
7.	Motor KW rating in power train	
8.	Acceleration time (0 to 30 kmph) in seconds Calculations and test report in support of data to be submitted	
9.	Specific Hydrogen Consumption (in kg per km)	

(i)	Without AC and / or Heater ON	
(ii)	With AC and/or Heater ON	
(iii)	Fully Loaded (on GVW basis)	

2. The contractor shall be required to provide at the time of detailed engineering
    - a) Specified salient features
    - b) Scaled drawings indicating all dimensions of front /rear, top view, both sides internal layout and rear elevations etc. of the bus.
    - c) Hydrogen tank details, layout & position
    - d) Complete factory acceptance test reports.
    - e) Copy of tests carried out on the offered bus from ARAI or other institute for meeting the homologation requirements.
    - f) Routine Checks and Maintenance schedules along with list of activities.
    - g) Approval (if any) required / granted in the name of NHPC from statutory authorities.
-

(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