बिड संख्या/Bid Number: GEM/2026/B/7927:
दिनांक /Dated: 17-08-2(

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-09-2026 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-09-2026 20:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Nhpc Limited
कार्यालय का नाम/Office Name	Renewable Energy Division Co
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :krishank@nhpc.nic.in Buyer Email id: bikanerspp@nhpc.nic.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of manpower from Outsource for Running and Maintenance of Office cum Field Hostel build of 300 MW Solar Power Project Bikaner
समान श्रेणी/Similar Category	• Facility Management Service- Manpower based (Versic 2)
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9.74 Lakh (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluatio
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *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 t buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	3 Days
न्यूनतम मूल्य/**Floor Price**	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / **Estimated Bid Value in INR (Inclusive of all taxes)**	3245242
Payment Timelines	Payments shall be made to the Seller within **30** days of issue service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	65000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Sr. Manager (Electrical)
RE&GH Division, NHPC Corporate Office, Sector-33, Faridabad, Haryana
(Nhpc Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. Fo MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be rela from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to pro his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxa from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject t

meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the suppo documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March o previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountan indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years a the date of constitution shall be taken into account for this criteria.
6. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs hav valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry o Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bic wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Trader are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offe products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer w decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, wherea case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted pr within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such M Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percenta of total quantity. The buyers are advised to refer the 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 Procuren (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM pr as well as validated and approved by Buyer after evaluation of documents submitted.
7. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidd subject to acceptance of L1 bid price.
8. 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 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 wo be determined by the buyer based on its own assessment of reasonableness and based on competitive prices receiv in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:1786969079.pdf

Pre Qualification Criteria (PQC) etc if any required:1786969101.pdf

Payment Terms:1786969113.pdf

Penalties:1786969118.pdf

Scope of Work:1786969120.pdf

Instruction To Bidder:1786969124.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1786969252.pdf

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:1786969235.pdf

Any other Documents As per Specific Requirement of Buyer -2:1786969285.pdf

Any other Documents As per Specific Requirement of Buyer -1:1786969296.pdf

Project Experience and Qualifying Criteria Requirement:1786969375.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1786969416.pdf

GEM Availability Report (GAR):1786971021.pdf

Custom Bid For Services - Hiring Of Manpower From Outsource For Running And Maintenance Of Office Cum Field Hostel Building Of 300 MW Solar Power Project Bikaner)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of manpower from Outsource for Running and Maintenance Office cum Field Hostel building of 300 MW Solar Power Project Bikaner
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes

प्राचल/Parameter	मूल्य/Values
कोर / Core	3139696

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requireme
1	Chhuttan Lal Meena	345001,-------	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 5(percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity o duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50

percent with the consent of the service provider

2. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   NHPC Limited.
   C-181-A,
   Karni Nagar,
   Lalgarh. Bikaner,
   Rajasthan – 334001
   .

3. **Generic**

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

4. **Generic**

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

5. **Payment**

   PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted st deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

6. **Forms of EMD and PBG**

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

   NHPC Limited
   payable at
   5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi – 110001 IFSC C SBIN0017313
   .
   Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

7. **Forms of EMD and PBG**

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

   NHPC Limited
   payable at
   5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi – 110001 IFSC C SBIN0017313
   . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ens delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

8. **Buyer Added Bid Specific Scope Of Work(SOW)**

   File Attachment Click here to view the file .

9. **Purchase Preference (Centre)**

   Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 loc suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time t time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders n upload a certificate from the OEM regarding the percentage of the local content and the details of locations a which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In cas the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certifie 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

10. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacture the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Ser provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with th bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

11. **Certificates**

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

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SECTION–II: - CONDITIONS OF CONTRACT

In addition to Standard Terms & Conditions applicable on GeM, the following GCC nd SCC of NHPC shall be applicable.

1. **NAME OF WORK: Hiring of manpower from outsource for running and aintenance of Office cum Field Hostel building of 300 MW Solar Powe Project, Bikaner.**

2. PRICES AND TAXES & DUTIES:

2.1 Prices shall be Firm and inclusive of all cost of Labour, insurance, EPF charges, ares and T&P emergency stock, all Consumables & materials and all applicable xes & duties including those assessed on the employer. The contract unit rates all also be after taking into account the input Tax credit (ITC) and other benefit

2.2 Taxes, duties and levies, as applicable twenty-eight (28) days prior to deadline r submission of bids, shall be mentioned in Price Bid i.e. Schedule of Quantities Prices (Section-IV).

2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be d / reimbursed against proper invoice as per rules and other relevant document f any and restricted to the total amount of Taxes & Duties mentioned in Price B ubject to clause 2.4 below. No other taxes and duties shall be payable / reimbu ble by NHPC.

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

2.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twent ight) days prior to deadline for submission of bid will be adjusted/reimbursed a nst production of documentary evidence.

2.5 The rates of minimum wages for different categories of workers shall be as not d by the Central Government as applicable twenty-eight (28) days prior to dea e for submission of bids. If there is any revision of minimum wages by the Gov ment during the currency of the Contract, the Contractor is entitled for reimbu ment towards the incremental changes in Minimum wages proportionate to the anpower deployment from the effective date of revision against specific reques om the Contractor with documentary evidence. [.… delete the clause if not app ble].

2.6 Contractor shall be liable to extend the statutory benefits as provided under th mployees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gr ity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum w s Act, and any other relevant Acts applicable to the establishment. The rates m ioned in Schedule of Quantity & Prices shall be inclusive of all such statutory o ations as applicable.

2.7 Save and except as expressly provided elsewhere in this Contract all co expenses, charges and liabilities for the completion of the Services in accordan with the Contract and/or for the due and faithful performance and/or the fulfill t of all of the Contractor’s obligations under the Contract including furnishing o nk guarantees to the Employer pursuant to the Contract shall be to the accoun and be borne by the Contractor and shall be deemed to be included in the unit es provided for in the Schedule of Quantities & Prices and the Employer shall be liable in any manner whatsoever therefore.

2.8 Invoices and other documents submitted by contractor for payment under In m payment Certificate/Final payment certificate or any other payment under th ontract shall be in accordance with the GST Law.

The contractor shall furnish a certificate along with Interim payment certificate final payment certificate that GST payable by him has been deposited to the G vt. Treasury.

2.9 GST has been implemented by the Government w.e.f. 01.07.2017. The Contra , except for the supplies for the categories mentioned at Section 9(3) of GST Ac hall submit GSTIN and shall quote his prices in accordance with GST provisions er considering the benefit of Input Tax Credit etc. Undertaking in the prescribed rmat for passing on benefit of Input Tax Credit and compliance of Anti-profiteer clause under Section 171 of CGST Act / SGST Act. shall be submitted along wit d.

3. CONTRACT PERIOD:

The Contract shall be valid for a period as per LOA from the date of commence nt of the work. The Contractor shall take over and commence the work within 1 ays from the date of issue of Letter of Award and signing of Contract Agreeme f the Contractor commits default in the commencement of work within 10 day

issue of LOA, the Engineer-in-Charge shall without prejudice to any other right c
emedy be at liberty to cancel the Contract and forfeit the Earnest Money / Perfo
ance Security.

4. COMPENSATION:

4.1 The Contractor shall ensure timely attending of complaints, rectification of fau within reasonable time period or the period specified by the Engineer-in-charge case of emergency. Any delay on account of Contractor/ service personnel, neg ence will result as imposing of *Compensation @ 0.035% (of the total contract v e with GST) - per day, Subject to Maximum 10% of* *<u>total contract value</u>* *with GS nd the same shall be recoverable from the bill.*

4.2 The Contractor shall provide the minimum staff (as per Scope of Work/ SCC) fo he work otherwise recovery shall be made from the monthly bills at the rate ₹ 00 per day per head.

4.3 If the contractor fails to make payment to the workers employed by him before h of succeeding months, a LD @Rs. 500/- per day maximum upto 5% of the RA will be recoverable from the monthly bills.

5. PERFORMANCE SECURITY / SECURITY DEPOSIT:

Performance security should be deposit within 28 days of receipt of Order, the ntractor shall furnish to the Engineer-in-Charge a performance security in the m of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any S eduled Bank in India as per the format appended as **Annexure- A of GCC** her th for an amount equal to **Five percent (5%)** of the originally awarded contra rice by way of guarantee valid till **90 days** beyond the Contract period as ment ed in the Order OR in the form of Insurance Surety Bond of same amount as p ormat appended as Annexure-XIV for the due and faithful performance of the c ract along with the other terms and conditions agreed to.

If the contractor does not submit the performance security within the stipulate eriod due to any valid reason. Tender inviting Authority may grant time extensi for submission of performance security based on the request of contractor. In e, the contractor does not submit performance security without a valid reason e Employer shall impose simple interest @12% per annum on the full amount c pplicable performance security (along with applicable taxes, if any) for the peri of delay in submission of performance security. The interest on delayed period all be calculated on pro rata basis for number of delayed days. The interest ac ed shall be payable by the contractor within 14 days from the date of intimatio y tender inviting authority in from of bank demand draft /Banker Cheque in fav of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or come due against bills/ any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be rec ed in substantial completion and final completion certificates. Further, no claim r extension of time for completion period or any other type of claim on account delayed submission of performance security shall be entertained. If contractor s to submit the performance security within 45 days (for the contracts having ti for completion – up to 12 months) or 60 days (for the contracts having time for mpletion – more than 12 months) from the date of issue of Letter of Award (LO then following actions shall be taken against such Contractor:

i. Award shall summarily be terminated.

ii. EMD /Bid security shall be forfeited.

iii. The bidder shall be debarred / banned to participate in the business de ngs with NHPC for a period of one year.

iv. The name of the contractor shall be hosted on the NHPC website etc. per existing norms of NHPC /Govt. of India.

v. Such defaulted contractor shall not be eligible to participate in the bid g process of re tender of this work.

The Contractor shall, at his own cost get the validity period of bank guarantee nished by him extended from time to time till 90 days beyond the completion o ork as per the provisions of the contract. He shall furnish the extended/revised nk Guarantee to the Engineer-in-charge one month before the expiry date of th riginal bank guarantee or any extension thereof. In case the extended/revised E k Guarantee is not received by the Engineer-in-charge within the specified peri of one month, the Employer entirely at his discretion shall be at liberty to encas he aforesaid bank guarantee.

Alternatively, in case of non-submission of BG towards Performance Security, S urity Deposit shall be deducted from initial payments due to the Contractor till al amount of security deposit becomes 5% of the Contract Value.

The Performance Security / Security deposit shall be released after successful mpletion of the entire Contract Period, including extension. However, the perfo ance security shall not be released till compensation, if any, is pending for reco ry.

The Performance Security / Security deposit amount will not earn any interest f he whatsoever period detained by NHPC. Bidders shall communicate the follow bank details to the issuing Bank for online confirmation of Bank Guarantee to b ubmitted in terms of this clause:

Name of the beneficiary: NHPC Limited.

Account No.: 41301950398

IFSC Code: SBIN0017313

Address of the Bank: 5th Floor, Red Fort Capital, Parsvnath Towers, Bh Veer Singh Marg, Gole Market, New Delhi – 110001

Note: This branch is enabled with SFMS facility for handling Bank Guar tee. Therefore, the Bank Guarantee should be issued through SFMS fa ty only.

6. WARRANTEE:

During the period of the contract, if the Contractor fails to rectify any defect po ed out to him the same shall be got done by NHPC at the risk and cost of Contr or and recovered from the Security Deposit or any other amount payable to th ontractor. For non-performance of certain items or unsatisfactory performance, nalty shall be levied on pro-rata basis as decided by Engineer In- charge. The p lty leviable from the Contractor for such non-performance shall not be higher t the amount equivalent to which would have become payable to the Contractor NHPC had the work been executed by the Contractor as per schedule.

In case of any damage or loss on account of acts of commission or omissions o e Contractor, the same shall be compensated by the Contractor or else shall be covered from available payment or any monies payable to the Contractor***. [st e out the clause if not applicable].***

7. TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract o e Contractor commits default in any of the terms and conditions of the contract HPC reserves the rights to terminate the contract and can get the work done b nother agency at the risk and cost of the Contractor.

8. INSPECTION:

All works under or in course of execution or executed in pursuance of the Contr or shall at all times be open to the inspection and supervision of the Engineer-i harge or his authorized representatives.

9. ENGINEER-IN-CHARGE AND HIS DECISION:

Head of Project, (300MW Bikaner Solar Power Project) / ~~Head of Division~~, NHPC D. or his authorized representative shall be the Engineer-In-Charge of the afore d contract. All notices, instructions, orders, certificates, approvals and all other mmunications under the Contract shall be given by the Engineer-in-Charge, ex t as herein otherwise provided. All notices, instructions, information and other mmunications given by the Contractor to the Employer under the Contract sha e given to the Engineer-in-Charge, except as herein otherwise provided.

In respect of all matters, which are left to the decision of Engineer-In-Charge in ding granting or withholding of certificates, the Engineer-In-Charge shall, if requ d, give in writing a decision thereon and his reasons for such decision. Such de on shall be final and binding on the Contractor.

10. QUANTITY VARIATION:

During the execution of the contract, the Employer reserves the right to increa or decrease the original quantities of item without any change in unit price or o r terms & conditions. In case items for which rates are not available in the Sche le of Quantities & Prices, the rates of such items shall be paid at the analysed r based on actual input to be provided by the Contractor.

11. PAYING AUTHORITY:

DGM (Finance), Corporate Office, NHPC Limited, Sector-33, Faridabad, Haryana

12. CONTRACTOR'S RESPONSIBILITY:

12.1 Contractor shall ensure that all the labours appointed by him are paid minim wages as fixed by the Centre Government in terms of Minimum wages act an ther statutory requirements. The Contractor including its Sub-contractor shall sure that the payment is being made to contract workers through bank. The C tractor including its Sub-contractor should produce the documentary proof of positing the ESI & EPF to the concerned departments along with monthly bills

12.2 The Contractor shall be liable to make payment to all his employees and sha omply with labour laws. If NHPC were held liable as Principal Employer to pay ntribution, in respect of the employees of the Contractor, then the latter woul ompensate NHPC with amounts of such contributions so paid by the NHPC. Fu er, if the payment to their workers is not made by the Contractor, the same sl be paid by NHPC by deducting the amount from the running bills/ any Amour ayable to the Contractor with overhead charges of 15%.

12.3 The Contractor shall maintain all the documents necessary such as Age, Sex ducational qualifications, Addresses of the Labourers, payment vouchers, Atte ance Register, Leave, and Weekly off particulars etc. to satisfy the provisions the Labour Act. Further, the Contractor shall maintain all relevant registers ar ecords as per Contract Labour (R&A) Act, 1970 with up-to-date amendments.

12.4 The Contractor shall clearly inform the labour that working in NHPC premises ll not entitle them for any job in NHPC in future.

12.5 The Contractor shall submit and maintain proof for remittance of PF account other statutory payments made towards the labours engaged for the work.

12.6 All the workers engaged by the Contractor are subjected to Security check w e entering and leaving the premises.

12.7 The Contractor will be responsible for the good conduct of his employees. In e of any misconduct or misbehaviour of his employees' suitable action shall b aken as per the directions of Engineer In-charge.

12.8 The Contractor or his authorized supervisor/ engineer will come regularly to s to ensure that the work is being performed following all Rules, Regulations a Acts as specified in clause 3.0 above. Besides above, necessary coordination king instruction from Dept. and supervision of the work shall also be the respo ibility of the Contractor.

12.9 The Contractor shall maintain spares and T&P emergency stock in NHPC prer es for which space on demand may be provided.

12.10 The Contractor should ensure that labour should wear uniforms, badges, shoes a safety and security items during their duty hours. Also, the Contractor service pers nel must have valid company identity cards for identification purpose.

12.11 The Contractor shall also provide the mobile no. / telephone no. to contact service personnel.

12.12 All consumable and material used by Contractor shall be of standard brand as ap ved by Engineer in Charge.

12.13 The Contractor is encouraged, to the extent practicable and reasonable, to emplc taff and labour with appropriate qualifications and experience from the region of t project. Unskilled labour shall be recruited from local region only.

12.14 The Contractor shall at his own expense comply with or cause to be complied wi he Provisions/Rules provided for welfare and health of Contract Labour in the Cont t Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed the under or any other instructions issued by the Employer in this regard for the prot on of health and for making sanitary arrangements for workers employed directly ndirectly on the works. In case, the Contractor fails to make arrangements as afor id, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof m the Contractor.

12.15 In the event of any injury, disability or death of any employees in or about the wc employed by the Contractor, the Contractor shall at all times indemnify and save mless the Employer against all claims, damages and compensation under the Em yee’s Compensation Act, 1923 as amended from time to time or in other law for th ime being in force and rules there under from time to time and also against all co charges and expenses of any smooth action by proceedings arising out of such ac ents or injury, disability or death of an employee and against all sum or sums whi may with the consent of the Contractor be paid to compromise or compound any m in this regard. If any award, decree or order is passed against the Contractor fo covery of any compensation under the Employee’s Compensation Act, 1923, for ar njury, disability or death of an employee by any competent court, the said sum or ms shall be deducted by the Engineer-in-charge from any sum then due or that m become due to the Contractor or from his Security Deposit or sale thereof in full or rt under the Contract or any other contract with the Employer towards fulfilment he said decree, award or orders.

12.16 The Contractor shall furnish to the Engineer-In-charge, a copy of the License obta d under Contract Labour (Regulation & Abolition) Act, 1970 for employing contrac bour in NHPC. To obtain License, NHPC shall issue a certificate in Form V.

12.17 COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND ONTRACTOR’S LIABILITIES:

12.17.1 During continuance of the Contract, the Contractor and his Sub-contracto) shall abide at all times by all existing labour enactments and rules made ereunder, regulations, notifications and bye laws of State or Central Gov ment or local authority and any other labour law (including rules), regulat s, bye laws that may be passed or notification that may be issued under a labour law in future either by the State or the Central Government or the al authority. The Contractor shall also comply with the laws relating to the mployment, health, safety, welfare, immigration, and shall allow them all ir legal rights. The Contractor shall keep the Principal Employer indemnifi n case any action is taken against the Principal Employer by the compete authority on account of contravention by the Contractor of any of the pro ons of any Act or rules made thereunder, regulations or notifications inclu g amendments. If the Principal Employer is caused to pay or reimburse, s amounts as may be necessary to cause or observe, or for non-observance the provisions stipulated in the notifications / bye laws / acts / rules / regu ons including amendments, if any, on the part of the Contractor, the Princ l Employer shall also have right to recover from the Contractor any sum re ired or estimated to be required for making good the loss or damage suff d by the Principal Employer.

The employees of the Contractor and his sub-Contractor in no case shall b e treated as the employees of the Principal Employer at any point of time. Salient features of some of the major labour laws that are applicable to co nstruction industry including amendments (if any) are given below.

(i) Employee Compensation Act 1923 as amended

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

(ii) Payment of Gratuity Act 1972

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

(iii) Employees PF and Miscellaneous Provision Act 1952 including FP 71/EPS-95.

The Contractor is required to possess PF Code from the concerned Regior al Provident Fund Commission. The benefits payable under the Act are:

(a) Pension or family pension on retirement or death as the case may b

(b) Deposit linked insurance on the death in harness of the worker.

(c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 (Amended)

The Act provides for leave and some other benefits to women employees.

(v) Contract Labour (Regulation and Abolition) Act 1970 with Rules fr med there under as amended.

The Act provides for certain welfare measures and wages to be provided b he Contractor to contract labour and in case the Contractor fails to provid he same are required to be provided by the Principal Employer (the Emplo r) and recover the same from the Contractor from any amount/monies due him. The principal Employer (the Employer) is required to take Certificate Registration and the Contractor is required to take a License from the des ated Officer. The Act is applicable to the establishments of Contractor or P cipal Employer (the Employer) if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Rate of Minimum Wages notified y the appropriate Government as per provisions of the Act.

(vii) Payment of Wages Act 1936 (Amended)

It lays down as to by what date the wages are to be paid, when it will be p and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to l e and Female workers and not making discrimination against Female emp ees in the matters of transfers, training and promotions etc.

(ix) Payment of Bonus Act 1965 and any further amendments thereof

The Act is applicable to all establishments employing 20 or more workmen he Act provides for payments of annual bonus subject to a minimum of 8. % of wages and maximum of 20 % of wages to employees drawing ` 21,0( P.M. or less. The bonus to be paid to employees getting ` 7,000/- P.M. or th minimum wages for the scheduled employments as fixed by the appropria Govt. whichever is higher. All amounts of Bonus are required to be paid w n eight months of closing of financial year. The Act does not apply to certa establishments, classes of employees. The newly set up establishments a exempted for five years in certain circumstances.

(x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of industria

disputes, in what situations a strike or lock-out becomes illegal and what a the requirements for laying off or retrenching the employees or closing do the establishment.

(xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (em yment size reduced by some of the States and Central Government to 50 he Act provides for laying down rules governing the conditions of employ nt by the Employer on matters provided in the Act and get the same certif by the designated Authority.

(xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workm and Employers. The trade unions registered under the Act have been give ertain immunities from civil and criminal liabilities.

(xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain cupations and processes and provides for regulation of employment of ch en in all other occupations and processes. Employment of child labour is hibited in Building and Construction Industry.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and Co nditions of Service) Act 1979

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

(xv) The Building and Other Construction Workers (Regulation of Emp yment and Conditions of Service) Act 1996 and the Cess Act of 19

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

(xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a tory, health and safety provisions, welfare provisions, working hours, annu earned leave and rendering information regarding accidents or dangerous

occurrences to designated authorities. It is applicable to premises emplo g 10 persons or more with aid of power or 20 or more persons without the d of power engaged in manufacturing process.

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

(xviii) Employees' State Insurance Act, 1948:

The Act provides for certain benefits to employees in case of sickness, M rnity and Employment injury and for certain other matter in relation there

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

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

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

12.17.2 The Contractor shall be responsible to secure compliance with all centra state Government laws as well as rules, regulations, bye laws and others he local authorities and statutory bodies as may be in force from time to e as applicable. The Contractor shall also be responsible for giving the rec ed notice to any statutory or local bodies as required by law and obtain al quisite licenses as applicable to him under the contract. The Contractor at times shall indemnify the Employer against all claims, damages or comp ation, any action is taken against the Employer by the competent authorit n account of contravention by the Contractor of any of the provisions of a Act or rules made thereunder, regulations or notifications including amen ents. If the Employer is caused to pay or reimburse, such amounts as ma e necessary to cause or observe, or for non-observance of the provisions ulated in the notifications/bye laws/acts/rules/regulations including amen ents, if any, on the part of the Contractor, the Engineer/Employer shall als ave right to recover from the Contractor any sum required or estimated t e required for making good the loss or damage suffered by the Employer.

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

~~12.19 Social Accountability 8000 Compliance:~~

~~The Contractor shall comply with all the requirements of SA 8000:2001 and mainta appropriate records in support thereof, and produce for inspection by NHPC repre tatives as and when called for.~~

12.20 The Contractor shall employ labour in sufficient numbers to maintain the required te of progress and quality to ensure workmanship of the degree specified in the C ract. The Contractor shall not employ in connection with the works any person wh as not completed fourteen years of age in terms of Child Labour (Prohibition and R ulation) Act 1986. The Contractor is encouraged, to the extent practicable and rea nable, to employ staff and labour with appropriate qualifications and experience m the region of the project. Unskilled labour shall be recruited from local region or

12.21 The Contractor including its Sub-contractor shall have the registration with EPFO d ESIC. Further all the workers deployed by Contractors or Sub-contractors shall members of Provident Fund and should be given the Universal Account Number (U). The EPF and ESI Contribution on the part of Employer in respect of this contract all be paid by the Contractor. These contributions on the part of Employer paid by e Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on a al basis on production of documentary evidence.

The reimbursements are subject to Production of Contract Wise copy of separate C llan Cum Return (ECR) for monthly payment of EPF & Online Challan Form for mon y payment of ESIC, by the Contractor by the Contractor. However, during currency the Contract the Contractor shall also comply and furnish the document in respect statutory returns of EPF like F-6A and F-3A in respect of Contractor’s Employees en ged in the Contract.

The Contractor including its Sub-contractor shall ensure that the payment is being ade to contract workers through bank. The Contractor including its Sub-contractor ould produce the documentary proof of depositing the ESI & EPF to the concerned partments along with monthly bills.

In addition to above, the Contractor including its Sub-contractor shall also submit t Bank account nos. of the contract workers in which the salary is deposited by the ntractor including its Sub-contractor. The Contractor including its Sub-contractor a roof shall submit along with other documents pursuant to Clause 25, the acco statement in respect of salary paid to the contract workers for the month prior to month in which the Contractor submits Running account bill.

The Engineer-in-Charge or his authorized representative shall have right to withho he payment of monthly bill in case the Contractor fails to produce the proof of pay nt made by him or his Sub-contractor to the contract workers deployed by him or Sub-contractor and the statutory compliance. The Contractor shall in no case with d the payments due to their employees for any reasons whatsoever including that account of non-clearance of its bill by the Engineer-in-Charge or his authorized re sentative.

13. SAFETY:

The work shall be carried out strictly adhering to all the safety norms as per NH Safety Rules and therefore Contractor shall have to ensure safety of all the lab ers engaged by them while working.
The Contractor shall provide & make all necessary gadgets/arrangements for s ty of his employees. The Corporation shall not, in any way be responsible for ac ent minor, major or fatal to any of his employees or for any damage arising the rom during the pendency of the contract, which shall be the sole responsibility he Contractor. The insurance charges of the employees shall be borne by the C ractor.
Protective equipment like safety shoes, safety helmets, gloves etc. shall be sup ed by the Contractor to the labour and shall be used particularly when working electrically charged areas. Special precaution should be taken and/or Engineer Charge should be contacted before entering the electrically charged areas.
The Contractor shall be responsible for safety of all employees employed by hi om time to time and shall be responsible for payment of compensation that ma rise from time to time as a legal obligation or otherwise whatsoever it may be.

14. INSURANCE

The Contractor shall take the ESIC. In case ESIC is not available, then Mediclaim surance policy or any other policy as applicable for his workers engaged for the orks and shall submit the proof of the policy to the Engineer-in-charge before c mencing the work.
All costs on account of insurance liabilities covered under the Contract will be Contractor’s account and will be included in Contract Price.

15. SUBLETTING OF CONTRACT

The Contractor shall execute the work himself and no part of the contract shall
without the prior consent in writing of the Engineer-in-Charge or Employer, sub
or transfer other than for minor details, provided that any such consent shall n
elieve the Contractor from any obligation, duty or responsibility under the Cont
t.

16. CONTRACTOR'S SUPERVISION:

The Contractor shall appoint at his own expense adequate number of supervis
engineers with sufficient experience to supervise the Works.
The Contractor or his authorized representatives present at the site(s) shall su
ntend the execution of the works with such additional assistance in each trade,
the work involved shall require and considered reasonable by the Engineer-in-
rge. Directions/instructions given by the Engineer-in-Charge to the Contractor's
thorized representatives shall be considered to have the same force as if these
d been given to the Contractor himself.

17. REMOVAL OF CONTRACTOR'S MEN:

The Contractor shall employ on the execution of the Works only such persons a
re skilled and experienced in their respective trades and the Engineer-in-Charg
hall be at liberty to object to and require the Contractor to remove from the wo
any persons employed by the Contractor on the execution of the works who, i
e opinion of the Engineer-in-Charge, misconducts himself or is incompetent or
ligent in the proper performance of his duties. The Contractor shall forth-with c
ply with such requisition and such person shall not be again employed upon th
orks without permission of the Engineer in charge. Any person so removed sha
e replaced immediately.

18. ECOLOGICAL BALANCE:

During the course of work the Contractor shall ensure compliance to Ecological
lance under various regulations and acts in vogue including following: -

1. Environment Protection Act 1986
2. The Water (Prevention and control of Pollution) Act,1974
3. Air (Prevention and control of Pollution) Act 1981

19. FORCE MAJEURE:

19.1 The term "Force Majeure" shall herein mean riots (other than among the Contract
s employees), Civil Commotion (to the extent not insurable), war (whether declare
r not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution,
urrection, military or usurped power, damage from aircraft, nuclear fission, acts of

d, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecede
d floods, fires not caused by Contractor's negligence and other such causes over
ch the Contractor has no control and are accepted as such by the Engineer-in-Cha
, whose decision shall be final and binding. In the event of either party being rend
d unable by force Majeure to perform any obligation required to be performed by
m under this contract, the relative obligation of the party affected by such Force I
eure shall be treated as suspended for the period during which such Force Majeur
ause lasts, provided the party alleging that it has been rendered unable as aforesa
thereby shall notify within 10 days of the alleged beginning and ending ther
giving full particulars and satisfactory evidence in support of such cause.

19.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in
cordance with the provisions as under:

i) Neither party to the Contract shall be liable to the other in respect of ar
oss or damage which may occur or arise out of "Force Majeure" to the Works
any part thereof or to any material or article at site but not incorporated in t
Works or to any person or anything or material whatsoever of either party pr
ded such a loss or damage could not have been foreseen or avoided by a pru
nt person and the either party shall bear losses and damages in respect of tl
respective men and materials. As such liability of either parties shall include
ims/compensation of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause 19.2 (
bove, the following provisions shall also have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in-
arge proceed with the completion of the works under and in accordan
with the Contract; and

(b) The Contractor shall, as may be directed in writing by the Engineer-in-
arge, re-execute the works lost or damaged, remove from the site any
bris and so much of the works as shall have been damaged and carry
Employer’s T&P, Equipment, Material etc, to the Employer’s stores. Th
ost of such re- execution of the works, removal of damaged works and
rrying of Employer’s store shall be ascertained in the same manner as
deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good
much of the loss or damage as has been by any failure on his part to perform his
gations under the Contract or not taking precautions to prevent loss or damage or
nimize the amount of such loss or damage.

19.3 Should there be a request for extension of time arising out of "Force Majeure" the
me shall be considered in accordance with clause 23.

20. SUSPENSION OF WORKS:

20.1 The Contractor shall on the order of the Engineer-in-charge suspend the progress
the works or any part thereof for such time or times and in such manner as the En
eer-in-Charge may consider necessary and shall during such suspension properly
tect and secure the work so far as is necessary in the opinion of the Engineer-in-c
ge. If such suspension is:

(a) Provided for in the Contract, **or**

(b) necessary for the proper execution of the Works or by reason of wea
er conditions or by some default on the part of the Contractor, **or**

(c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by h during the period of suspension of the works; but in the event of any suspen n ordered by the Engineer-in-Charge for reasons other than aforementioned d when each such period of suspension exceeds 14 days, the Contractor sha e entitled to such extension of Time for Completion of the Works as the Eng er-in- Charge may consider proper having regard to the period or periods of h suspensions and to such compensation as the Engineer-in-Charge m consider reasonable in respect of salaries or wages paid by the Contractor to s employees during the periods of such suspension.

20.2 If the progress of works or any part thereof is suspended on the order of the Engir r-in-Charge for more than three months at a time the Contractor may serve a writt notice on the Engineer-in-Charge requiring permission within 15 days from the rec t thereof to proceed with the Works or that part thereof in regard to which progres s suspended and if such permission is not granted within that time the Contractor a further written notice so served may (but is not bound to) elect to treat the susp ion where it affects part only of the Works as an omission of such part or where it ects the whole of the Works as an abandonment of the Contract by the Employer.

21. FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT R REDUCTION IN SCOPE OF WORK:

21.1 If at any time after acceptance of the tender the Employer decides to abandon or duce the scope of the Works for reason whatsoever and hence does not require t whole or any part of the Works to be carried out, the Engineer-in-Charge shall give tice in writing to that effect to the Contractor, and the Contractor shall have no cla to any payment of compensation or otherwise whatsoever, on account of any prof r advantage which he might have derived from the execution of the works in full b which he could not derive in consequence of the fore-closure of the whole or part he Works.

21.2 The Contractor shall, if required by the Engineer-in-charge, furnish to him books c ccount, wage books, time sheets and other relevant documents as may be necess to enable him to certify the reasonable amount payable under this condition.

22. TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or t proprietor dies, or if the Contractor is a partnership concern and one of the par rs dies, then, unless the Engineer-in- Charge is satisfied that the legal represen ves of the individual Contractor or of the proprietor of the proprietary concern a in the case of partnership, the surviving partners are capable of carrying out ar ompleting the contract, the Engineer-in-Charge shall be entitled to terminate t Contract as to its uncompleted part without the Employer being in any way liab o payment of any compensation whatsoever on any account to the estate of th eceased Contractor and/or to the surviving partners of the Contractor's firm on count of termination of the Contract. The decision of the Engineer-in- Charge th the legal representatives of the deceased Contractor or the surviving partners he Contractor's firm cannot carry out and complete the Works under the Contra shall be final and binding on the parties. In the event of such termination, the poration shall not hold the estate of the deceased Contractor and/or the survivi partners of the Contractors firm liable for damages for not completing the Cont t. Provided that the power of the Engineer-in-charge of such termination of con t shall be without prejudice to any other right or remedy, which shall have accru or shall accrue to him under the Contract.

23. TIME FOR COMPLETION AND EXTENSIONS:

23.1 Time for Completion allowed for execution of the Works is as specified in clause 3 of these conditions.

23.2 However, if the work is delayed on account of:

i) Delay in handing over of site to the Contractor; or
ii) Increase in the quantity of work to be done under the contract; or
iii) Suspension of work; or
iv) "Force Majeure" or
v) Any other cause which, in the opinion of the Engineer-in-Charge is bey d the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Cor ctor shall inform the Engineer-in-charge accordingly, but the Contractor shall r ertheless use constantly his best endeavours to prevent and/or make good th elay and shall do all that may be required in this regard. No extension in time account of rains shall be admissible. The Contractor shall request, in writing, fo xtension of time, to which he may consider himself eligible under the Contract thin fourteen days of the date of happening of any such events as indicated ab e.

Provided further that no monetary claims shall be admissible to the Contracto r such extension of Time for Completion except for reimbursement of cost of e nsion of bank guarantee for Security Deposit and Insurance Policy(ies). Provide urther that such extension is not caused by increase in Contract Price of Works

23.3 In any such case as may have arisen due to any of the events, as aforesaid, and ch shall be brought out by the Contractor in writing, the Engineer-in-Charge may g a fair and reasonable extension of Time for Completion, after taking into considera n the nature of the work delayed and practicability of its execution during the peri of extension. Provided in the event of non-receipt of a request for such extensions m the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole cretion and with due regard to the event, grant fair and reasonable extension of ti Suo motto.

Such extensions, if admissible, shall be communicated to the Contractor by the En eer-in-Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless t Contractor has;

a) within 14 days after such event has first arisen notified the Engineer a
b) within 28 days or such other reasonable time as may be agreed by the gineer–in–charge detailed particulars of any extension of Time for Cor etion to which the Contractor may consider himself entitled.

24. COMPLETION CERTIFICATE:

24.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge a in accordance with the time mentioned in clause 3.0 and terms and conditions me oned in clause-23. As soon as the Works under the Contract is completed as a who the Contractor shall give notice of such completion to the Engineer-in-Charge. The gineer-in-Charge, within two weeks of receipt of such notice, shall inspect the wor nd shall satisfy himself that the Work(s) has been completed in accordance with t provisions of the Contract and then issue to the Contractor a certificate of complet indicating the date of completion. Should the Engineer-in-Charge notice that there e defects in the Works or the Works are not considered to be complete, he shall is a notice in writing to the Contractor to rectify/replace the defective work or any pa hereof or complete the work, as the case may be, within such time as may be not d and after the Contractor has complied with as aforesaid and gives notice of com ion, the Engineer-in-Charge shall inspect the work and issue the completion certifi e in the same manner as aforesaid.

24.2 No certificate of completion shall be issued as stipulated under 24.1 above nor W be considered to be completed unless the Contractor shall have removed from the ork site and/or premises all his belongings/temporary arrangements brought/mad y him for the purpose of execution of the work and clean the site and/or premises all respects and made the whole of the site and or premises fit for immediate occu ion/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to com with the above mentioned requirements on or before the date of completion of the ork, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the C ractor, fulfil such requirements and remove/dispose off the Contractor's belonging emporary arrangements, as aforesaid, and the Contractor shall have no claim in th respect except for any sum realized by the sale of Contractor's belongings/tempor arrangements less the cost of fulfilling the said requirements and any other amou hat may be due from the Contractor. Should the expenditure on the aforesaid acco t exceed the amount realised by sale of such Contractor's belongings/temporary a ngements than the Contractor shall on demand, pay the amount of such excess ex nditure.

25. PAYMENT ON ACCOUNT:

25.1 Running Account / Interim bills shall be submitted by the Contractor monthly on o efore the date fixed by the Engineer-in-Charge for the work executed. The Engine n-Charge shall then verify the bills with reference to the measurements recorded he measurement book(s).

25.2 Payment on account for amount admissible shall be made on the Engineer-in-Cha e certifying the sum to which the Contractor is considered entitled by way of inter payment for the work executed, after deducting therefrom the amounts already pa the security deposit and such other amounts as may be withheld/deductible or re erable in terms of the Contract.

25.3 Payment of the Contractor's bills shall be made by the Employer within 30 days fr the date of submission of the bill subject to the acceptance of the Engineer-in- cha .

25.4 Any interim bills given relating to work done or materials delivered, may be modif or corrected by any subsequent interim bills or by the final bill. No certificate(s) o e Engineer-in-Charge supporting an interim payment shall itself be conclusive evic ce that any work or materials to which it relates is/are in accordance with the Cor ct.

25.5 In case of disputed items for which payment has been withheld, the Engineer-in-c
ge will intimate to the Contractor in writing the details of such disputed items. The
ntractor shall submit in writing the clarifications / modifications in regard to these
puted items to the Engineer-in-charge. After receipt of such clarifications / modific
ons and acceptance thereof by the Engineer-in-charge payment on receipt of su
disputed items shall be released within 30 days thereafter.

25.6 Statutory taxes like Income Tax, Work Contract Tax etc. as applicable in the State
all be deducted from payment.

25.7 Subject to Sub clause 12.21 of Conditions of Contract, the EPF and ESI Contributio
n the part of Employer in respect of this contract shall be paid by the Contractor. T
se contributions on the part of Employer paid by the Contractor shall be reimburs
by the Engineer-in-Charge to the Contractor on actual basis.

25.8 Further, the reimbursements are subject to Production of Contract Wise copy of se
rate Challan Cum Return (ECR) for monthly payment of EPF & Online Challan Form
r monthly payment of ESIC by the Contractor. However, during currency of the Co
act the Contractor shall also comply and furnish the document in respect of statut
returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in
e Contract.

26. PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date
ed for completion of the Work or of the date the Certificate of Completion furnis
d by the Engineer-in-Charge. No further claim in this regard unless as specified
rein under shall be entertained. Payment shall be made within 3 months, of the
bmission of Final bill. If there shall be any dispute about any item or items of th
ork then the undisputed item or items only shall be paid within the said period o
hree months. The Contractor shall submit a list of the disputed items within thi
days from the disallowance thereof and if he fails to do so, his claim shall be d
med to have been fully waived and absolutely extinguished. Provided further t
Employer shall not be liable to the Contractor for any matter or thing arising ou
or in connection with the Contract or execution of the Works, unless the Contra
r shall have included a claim in respect thereof in his Final Bill.

27. OVER PAYMENT AND UNDER PAYMENT:

27.1 Whenever any claim whatsoever for the payment of a sum of money to the Emplo
r arises out of or under this Contract against the Contractor, the same may be ded
ed by the Employer from any sum then due or which at any time thereafter may b
ome due to the Contractor under this Contract and failing that under any other co
act with the Employer or from any other sum whatsoever due to the Contractor fro
the Employer or from his security deposit, or he shall pay the claim on demand.

27.2 The Employer reserve the right to carry out post- payment audit and technical ex
ination of the final bill including all supporting vouchers, abstracts, etc. The Emplo
further reserves the right to enforce recovery of any overpayment when detected,
twithstanding the fact that the amount of the final bill may be included by one of t
parties as an item of dispute before an arbitrator appointed under clause 28.0 of t
Contract and notwithstanding the fact that the amount of the final bill figures in t
arbitration award.

27.3 If as a result of such audit and technical examination any overpayment is discove
in respect of any work done by the Contractor or alleged to have been done by hir
nder the Contract, it shall be recovered by the Employer from the Contractor by a

or all of the methods prescribed above, and if any under-payment is discovered, t amount shall be duly paid to the Contractor by the Employer.

27.4 Provided that the aforesaid right of the Employer to adjust overpayments against ounts due to the Contractor under any other contract with the Employer shall not end beyond the period of two years from the date of payment of the final bill or in se the final bill is a MINUS bill, from the date the amount payable by the Contracto nder the MINUS final bill is communicated to the Contractor.

27.5 Any sum of money due and payable to the Contractor (including the security dep returnable to him) under the Contract may be withheld or retained by way of lien b he Engineer-in-Charge or Employer against any claim of the Employer or such othe erson or persons in respect of payment of a sum of money arising out of or under other contract made by the Contractor with the Engineer-in-Charge or Employer or th such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-Ch e or Employer will be kept withheld or retained as such by the Engineer-in-Charge Employer or till his claim arising out of in the same Contract or any other contract either mutually settled or determined by the arbitrator under Clause 28 hereof, or the competent court.

28. SETTLEMENT OF DISPUTES

28.1 Amicable Settlement

If any dispute arises between the Employer and the Contractor arising out o e Contract, whether during the execution of the Works or after their complet and whether before or after the repudiation or after termination of Contract, luding any disagreement by either Party with any action, inaction, opinion, in uction, determination, certificate or valuation of the Employer, an attempt sh be made to resolve the matter in dispute amicably. However, the court at Bil er shall have the jurisdiction to adjudicate upon.

~~28.2 Arbitration~~

~~28.2.1 Except as otherwise provided in clause-28.1 above, hereinbefore, all questions, d ute or difference in respect of which the decision has not been final and conclusive ising between the Contractor and the Employer, in relation to or in connection with e Contract shall be referred for arbitration in the manner provided as under:~~

~~28.2.2 Any dispute or difference what so ever arise between the Parties and of or relatin o the construction, interpretation, application, meaning, scope, operation /or effec this Contract or validity of the breach thereof, shall after written notice by either P y to the other be referred for arbitration to the Arbitration Institution in accordanc ith the rules of arbitration of the Arbitration Institution. Such dispute or difference ll be settled in accordance with the Arbitration and Conciliation Act, 1996.~~

~~Name of Arbitration Institution are~~

- ~~**Scope Forum of Conciliation and Arbitration (SFCA)- New Delhi**~~
- ~~**Indian Council of Arbitration (ICA),New Delhi**~~
- ~~**International Centre for Alternate Dispute Resolution(ICADR), w Delhi**~~
- ~~**Construction Industry Arbitration Council(CIAC), New Delhi**~~
- ~~**Delhi High Court Arbitration Centre (DAC), Delhi High Court Ca**~~

~~pus, New Delhi~~

- ~~**ASSOCHAM International Council of Alternate Dispute Resoluti (AICADR), New Delhi**~~

~~28.2.3 It is a term of the Contract that the Party invoking arbitration shall specify all disp es to be referred to arbitration at the time of invocation of arbitration and not ther ter.~~

~~28.2.4 Notwithstanding any reference to the Arbitration herein,~~

~~1. the Parties shall continue to perform their respective obligations under e Contract unless they otherwise agree~~
~~2. the Employer shall pay to the Contractor any moneys due to the Contra or.~~

~~**In case of contract with another Public Sector Enterprises and Ce al Govt. Department (s), the above said clauses 28.2.1 to 28.2.4 s ll stand deleted and the following Arbitration clause shall be appl ble:-**~~

~~i All questions, disputes or differences whatsoever arising between the partie nd of or relating to the construction, interpretation, application, meaning, scope, o ation or effect of this contract or the validity or the breach thereof, shall be referre o arbitration in the manner provided as under:~~

~~In the event of any dispute or difference relating to the interpretation and plication of the provisions of the contracts, such dispute or difference sh be referred by either party for Arbitration to the Sole Arbitrator in the De rtment of Public Enterprises to be nominated by the Secretary to the Go rnment of India in-charge of the Department of Public Enterprises. The A tration and Conciliation Act, 1996 and The Arbitration and Conciliation A 2015 shall not be applicable to arbitration under this clause. The award the Arbitrator shall be binding upon the parties to the dispute provided, wever, any party aggrieved by such award may make a further referenc or setting aside or revision of the award to the Law-Secretary, Departme of Legal Affairs, Ministry of Law & Justice, Government of India. Upon su reference the dispute shall be decided by the Law-Secretary, whose de on shall bind the Parties finally and conclusively. The Parties to the dispu will share equally the cost of arbitration as intimated by the Arbitrator.~~

~~ii) Both the Employer and Contractor (CPSE / Government Department) shall re the existing dispute(s) to the Arbitrator at the earliest and not later than two mont of arising of dispute.~~

~~iii) After entering upon the reference, the Arbitrator will call for the papers, com ents / statements from the parties and will hear the parties in person as and when deems necessary. The arbitrator shall ordinarily fix the meeting in Delhi unless, fo asons to be recorded in writing, he decides otherwise. No outside lawyers shall be owed to appear on behalf of the parties to argue their cases before the Arbitrator the parties can take the help of their own full time Law officers. (Subject to aforesa the Arbitrator, and the Law-Secretary will determine the procedure as the case m be).~~

~~iii) The arbitrator shall make a speaking award.~~

~~iv) The work under this Contract shall continue during Arbitration proceedings d no payments due from or payment by the Corporation shall be withheld on acco of such proceedings except to the extent which may be in dispute.~~

~~Note: This provision is applicable to disputes with Central PSUs / Departm s only and in case SLPE (State Level Public Enterprises) agrees for arbit on by PMA (Permanent Machinery of Arbitrators) for settling their disput this provision can be applied.~~

~~28.3 However, any issue or matter relating to tendering stage including negotiations (ny) at that stage which has been mutually agreed and incorporated in the Contra hall not be subject to amicable settlement or arbitration.~~

~~28.4 No interest shall be payable by the Employer on the disputed/ claimed amount fo e period up to determination and notification of the award by Arbitration Institutio~~

29. General:

The Employer reserves to itself the right to take over the part or full contract fr the Contractor after the award of the Contract or during the execution of Contr without assigning any reason.

30. Training Of Apprentices

~~The Contractor shall, during the currency of the Contract, engage and also ens engagement by his Sub-contractor and other employed by the Contractor in c ection with the Works, such number of apprentices and in such categories for s periods as may be required under the Apprenticeship Act 1961 as amended in 14 and he shall be responsible for all obligations of the Employer under the afo aid Act, including the liability to make payment to Apprentices as required und he Act.~~

31. Employment of Skilled / Semi-skilled workers

The Contractor shall, at all stages of work, deploy skilled / semi-skilled tradesm who are qualified and possess certificate in particular trade from CPWD Trainir nstitute / Industrial Training Institute / National Institute of Construction Manag ent and Research (NICMAR) / National Academy of Construction, CIDC or any si ar reputed and recognized Institute managed / certified by State / Central Gov ment. The number of such qualified tradesmen shall not be less than 20% of to skilled / semi-skilled workers required in each trade at any stage of work.
The Contractor shall submit number of man days required in respect of each t e, it's scheduling and the list of qualified tradesmen along with requisite certifi e from recognized Institute to Engineer-in-Charge for approval. Notwithstandin uch approval, if the tradesmen are found to have inadequate skill to execute t work of respective trade, the Contractor shall substitute such tradesmen within o days of written notice from Engineer-in-Charge. Failure on the part of Contrac to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesm will attract a compensation to be paid by Contractor at the rate of ` 100 per su radesmen per day. Decision of Engineer-in-Charge as to whether particular trac men possess requisite skill and amount of compensation in case of default sha e final and binding.
Provided always, that the provisions of this clause, shall not be applicable for w s with estimated cost put to tender less than 5 crores.

~~Any liability of GST arising out of forfeiture of EMD shall be borne by the Contracto~~

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13. **Service & Support**

    AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

14. **Service & Support**

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

15. **Service & Support**

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

16. **Purchase Preference (State)**

    Bid reserved for MSE from the State of Bid Inviting Authority: Procurement under this bid is reserved purchase from Micro and Small Enterprises from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wan to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered proc on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documen evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of M will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer aft evaluation of documents submitted.

17. **Past Project Experience**

    Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one c the following documents may be considered as valid proof for meeting the experience criteria:a. Contract cop along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience claus For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder tha service/supplies against the invoices have been executed.b. Execution certificate by client with contract valu Any other document in support of contract execution like Third Party Inspection release note, etc.

18. **Buyer Added Bid Specific SLA**

    Text Clause(s)

NHPC LIMITED

(A Govt. of India Enterprise)

TENDER DOCUMENT

FOR

HIRING OF SERVICES

Name of Work: **Hiring of manpower from Outsource for Running and Maintenance of Office cum Field Hostel building of 300 MW Solar Power Project, Bikaner.**

Work reserved for Project Affected Families (PAFs) / Locals only

NHPC Office Complex Sector- 33, Faridabad, (Haryana) – 121003 (INDIA)

एनएचपीसी लिमिटेड

NHPC LIMITED

(A Govt. of India Enterprise)

(300 MW Solar Power Project, Bikaner (Rajasthan)-334001)

CIN: L40101HR1975GOI032564

SECTION-0: NOTICE INVITING E-TENDER (NIT)

(Local Competitive Bidding)

Online electronic bids (e-tenders) under two cover system are invited on behalf of NHPC Limited (A Public Sector Enterprise of the Government of India) from domestic bidders (Project Affected Families/Locals) registered in India for "Hiring of manpower from outsource for running and maintenance of Office cum Field Hostel building of 300 MW Solar Power Project, Bikaner".

Tender document can be viewed and downloaded from GeM Portal.

The bid is to be submitted online only on GeM Portal up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.

1.0 Brief Details & Critical Dates of Tender:

1.1 Brief Details of Tender /टेंडर का संक्षिप्त विवरण:

Sr. No.	Item	Description

i.	Name of Work / कार्य का नाम	Hiring of manpower from outsource for runninc and maintenance of Office cum Field Hostel bu ding of 300 MW Solar Power Project, Bikaner.
~~ii.~~	~~Tender Specification No. /~~ ~~निविदा विवरण संख्या~~	~~NH/BSPP/2026/~~
iii.	Mode of tendering / टेंडरिंग का प्रकार	Custom Bid **(Work reserved for Project Affe ted Families (PAFs)/Locals only).**
vi.	~~Tender ID/~~ ~~टेंडर की आईडी~~	~~2026_NHPC_--------_1~~
v.	Cost of Bidding Docu ment/ निविदा दस्तावेज़ मूल्य	Not applicable on GeM.
vi.	Estimated cost/ अनुमानित लागत	Rs. 32,45,242 /-
vii.	EMD (Bid Security)/ वांछित बिड सुरक्षा	**Rs. 65,000/- EMD** required to be submitted b bidders in the form of Crossed Demand Draft/ ankers Cheque in favour of **“NHPC Limited” ayable at SBI IFSC Code SBIN0017313** OI ~~n the form of Bank Guarantee Issued by an Ind n Nationalized Bank or any Scheduled Bank in dia. Bank guarantee shall be valid up to three onths beyond the bid validity period as per for at appended as Annexure-I of ITB OR in the for of Insurance Surety Bond as per format appenc d as Annexure-XIII.~~
viii.	Completion Period / S chedule/ कार्य पूर्ण होने की अवधि	24 Months
ix.	Required validity of B id/बिड़ की वांछित वैधता अ वधि	120 days from the last date of online submissic of bids
x.	Independent Monitor External/ स्वतंत्र बाह्य मॉ निटर	Dr. Vinod Aggrawal, IAS (Retd.), Shri Prabhash Singh and Shri Upendra Malik
xi.	**Tender Inviting Au thority/टेंडर मांग प्राधिक ारी**	**Senior Manager (Electrical), 300 MW Bika er Solar Power Plant.**

1.2 Critical Dates of Tender:

Sr. No.	Particular	Date & Time
i.	Publish date and time	**As detailed in GeM Bid Number: ___________,** **Dated:**
ii.	Sale / Document Download Start Date & Time	
iii.	Sale / Document Download End Date & Time	
iv.	Online Bid Submission Start Date & Time	
v.	Online Bid Submission End Date & Time	
vi.	Last date of submission of Cost of bidding document, EMD instrument at Venue -: **Senior Manager (Electrical), 300MW Bikaner Solar Power Project at C-181-A, Karni Nagar, Bikaner-334001**	Bidder has to upload scanned copy / proof of t EMD (if applicable) in the form of Demand Dra / Banker's Cheque/ ~~Bank Guarantee/Insurance urety bond~~ along with bid and has to ensure de very of original of the EMD instrument to the I yer within 5 days of Bid End date.
vi.	Bid Opening Date & Time i. Technical bid ii. Price bid	i. As detailed in GeM Bid Number: _________, Dated: ii. To be intimated separately through GeM Pc al.

2.0 Eligibility Criteria for Bidders:

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

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

2.2.1 Qualification Criteria for the Bidders :

1. Prospective bidder should have experience of satisfactorily work done as a

ime contractor for a minimum period of one year of following magnitude in rcentage of the **Annualized Estimated Cost* (i.e. Rs 16,22,621/-)** alo with completion certificate issued by the employer for the similar work dur last 7 years ending last day of month previous to the one in which applicat is invited.

One similar completed work costing not less than the amount equal to 80% the annualized estimated cost.

Or

Two similar completed works each costing not less than the amount equal 50% of the annualized estimated cost

Or

Three similar completed works each costing not less than the amount equu o 40% of the annualized estimated cost.

$$*\text{Annualized Estimated Cost} = \frac{\text{Total Estimated Cost}}{\text{Period of Completion in years (n)}}$$

In case period of the completion is less than 1 year then value of (n) will be nsidered as 1.

Similar nature of work *is defined as* "**Any type of Running & Mainten ce/Service providing/Up-keeping works**"

(In case of experience of private organization, TDS certificate of th organization is required)

2. Average annual financial turnover during the last three (03) financial year nding 31st March of previous financial year should be at least 30% of the A ualized Estimated Cost.

   (i) In case the turnover is more than Rs. 1 Crore, the prospective bidder equired to furnish the copy of audited Balance Sheet and P&L account.

   (ii) In case the turnover is less than or equal to Rs. 1 Crore, the prospecti bidder is required to submit the copy of annual turnover duly certified Chartered Accountant in case audited Balance Sheet and P&L account e not being maintained by the prospective bidder.

3. **The work is reserved for Project Affected Families (PAFs) / Locals ly.**

   The work is reserved for Project Affected Families (PAFs) (The families tho are affected from 300MW Bikaner Solar Power Project, Bikaner or/and Loca of District-Bikaner (Rajasthan). The bidder should submit the appropriate arized copy of document/s in support of being PAF/Local.

   Definition of PAF (Project affected families):

   The definition of Project Affected Families (PAFs) shall be as per t definition provided in the "Right to Fair Compensation and Transparency i and Acquisition, Rehabilitation and resettlement Act. 2013 and subsequer mendments, if any

   The definition of Project affected families (PAFs) (The families those are af ted from 300MW Bikaner Solar Power Project, Karnisar, Bikaner) in relatior land acquired for NHPC is as below:

(i) a family whose land or other immovable property has been acquired;

(ii) a family which does not own any' land but a member or members of h family may be agricultural labourers, tenants including any form of ancy or holding of usufruct right, share-croppers or artisans or who m be working in the affected area for three years prior to the acquisition the land, whose primary source of livelihood stand affected by the acc ition of land;

(iii) the Scheduled Tribes and other traditional forest dwellers who have lc any of their-forest rights recognized under the Scheduled Tribes and C er Traditional Forest Dwellers (Recognition of Forest Right) Act, 2006 d to acquisition of land;

(iv) family whose primary source of livelihood for three years prior to the quisition of the land is dependent on forests or water bodies and inclu gatherers of forest produce, hunters, fisher folk and boatmen and suc velihood is affected due to acquisition of land;

(v) a member of the family who has been assigned land by the State Gov ment or the Central Government under any of its schemes and such la is under acquisition;

(vi) a family residing on any land in the urban areas for preceding three y s or more prior to the acquisition of the land or whose primary source livelihood for three years prior to the acquisition of the land is affecte y the acquisition of such land.

Definition of local:

The geographical limits for defining the local residents eligible shall Distric Bikaner (Rajasthan).

The PAFs, Individuals (Local), partnership firms, group of people in the form cooperative societies/Self Help Groups (SHGs) by locals of the district of Bil er will only be considered as eligible for the work.

2.2.2 All Startups (whether MSEs or otherwise), falling within the definition per Gazette notification- G.S.R. 501(E) dt. 23.05.2017 are exempted from eting the qualification criteria in respect of Prior Experience-Prior Turnover bject to their meeting the quality and technical specification. However, th mployer reserves the right to deny such exemptions to Startups (whether Es or otherwise) in case of circumstances like procurement of items relatec public safety, health, critical security operations and Equipments etc. Decl tion in this regard is to be submitted by the Bidder as per Annexure-VIII.

2.2.3. All Micro and Small Enterprises (MSEs) as per policy circular no. 1 (1)/2016-MA dt. 10.03.2016 are exempted from meeting the qualification eria in respect of Prior Experience-Prior Turnover in public procurement su ct to meeting of quality and technical specifications for which necessary do ments shall be submitted by such bidders.

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

2.2.5 Work is reserved for PAFs (Project Affected Families)/Locals. At a tim
ot more than 02(Two) works/ services which are reserved for PAF/Local
hall be allotted/ awarded to the same entity and the value of Works/Service
o be awarded to any single entity at any point of time shall be limited to Rs
25 Lakhs.

Bidder is required to submit Self-declaration as per enclosed Form – A1 me
oning the details of works/services awarded to him under PAF/Local catego
which are under-progress at the time of bid submission.

2.2.6 Each bidder must also produce with their Bid – PAN, Goods & Servic
Tax Identification No. (GSTIN), EPF Registration No., ESIC Registration No.

2.3 The Bidder should not have been banned / de-listed / black listed / debarre
om business or declared ineligible on the grounds mentioned in Para 6 of Guide
es on Banning of Business Dealings (Annexure-A) to Integrity Pact, ITB Clause 9
Self-declaration in this regard is to be submitted as per enclosed Annexure-III.

2.4 To improve transparency and fairness in tendering process and/or during e
cution of work undertaken, the Employer is implementing Integrity Pact as per
use No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proform
Annexure-II) duly signed as per Clause 9.0 of ITB.

Pre-contract Integrity Pact is to be executed on plain paper with NHPC Ltd. at th
ime of submission of Bids. The successful bidder (Contractor) shall submit duly
ecuted Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to
ning of Contract Agreement.

To oversee the compliance under the Integrity Pact, Dr. Vinod Aggrawal, IAS (Re
.), Shri Prabhash Singh and Shri Upendra Malik have been appointed as an Inde
ndent External Monitor (IEM) by the owner. The Contact Address of IEM is as ur
r: -

Room No. 214, NHPC Ltd, NHPC Office Complex, Sector-33, Faridabad-121003

2.5 The Bidder, against whom proceedings for insolvency under the Insolvency
d Bankruptcy code 2016, or as amended from time to time, have started, shall
be eligible for bidding. Self-declaration in this regard is to be submitted as per e
losed Proforma (Annexure-X of Section-I).

2.6 Bids of only those Bidders who are meeting the Eligibility Criteria specified
ove will be considered for evaluation and award of the Contract. Bidders
submit requisite supporting documents:

i. Self-attested copy of previously executed work along with completion
rtificate.
ii. Annual average turnover for the last three years.

In case of experience certificate(s) is issued by the non-Government entity, the
dder shall also submit notarized copies of TDS Certificates along with experienc

ertificate.

3.0 NHPC reserves the right to reject any or all tenders and shall not be b nd to assign any reason for such rejection.

For & on behalf of NHPC L

-sd-

Senior Manager

300MW Bikaner Solar Power Proj

E-mail: bikanerspp@nhpc.ni

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SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION

1.1. NHPC Limited, a leading Public Sector Enterprise of the Government of Ind hereinafter referred to as the "Employer" will receive bid for **"Hiring of ma ower from outsource for running and maintenance of Office cum Fi Hostel building of 300MW Solar Power Project, Bikaner"** as set-forth the specifications. The bid will be received, opened and evaluated online in ctronic form through GeM portal i.e. https://gem.gov.in. Bid shall be prepar and submitted in accordance with instructions contained in this Section.

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

1.3. INSTRUCTION FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their bids electronically o eM Portal.

1.3.1 PREPARATION OF BIDS:

(i) Bidder shall go through the tender document carefully to understa the documents required to be submitted as part of the bid. Bidders all note the number of covers in which the bid documents have to b ubmitted, the number of documents – including the names and con t of each of the document that need to be submitted. Any deviatio rom these may lead to rejection of the bid.

(ii) Any pre-bid clarifications if required, then same may be obtained o
ne through ~~the tender site, or~~ through the contact details given in t
tender document.

1.3.2 SUBMISSION OF BIDS:

(i) Bidder should log into the site well in advance for bid submission s
hat he/she uploads the bid in time i.e. on or before the bid submiss
time.

1.3.3 ASSISTANCE TO BIDDERS:

(i) Any queries relating to the tender document and the terms and co
tions contained therein should be addressed to the Tender Inviting
hority or the relevant contact person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or quer
relating to GeM Portal in general may be directed to GeM Portal He
esk.

2 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite ~~Cost of bidding~~
~~cument and~~ EMD (as per Instructions to Bidders (ITB) Clause 4.0) shall not
considered for evaluation, except in case of exemption as per Clause No. 4.
f ITB.

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

2.2.1 Qualification Criteria for the Bidders:

1. Prospective bidder should have experience of satisfactorily work done as a prime
ntractor for a minimum period of one year of following magnitude in percentage o
e **Annualized Estimated Cost* (i.e. Rs 16,22,621/-)** along with completion cer
cate issued by the employer for the similar work during last 7 years ending last d
of month previous to the one in which application is invited.

One similar completed work costing not less than the amount equal to 80%
the annualized estimated cost.

Or

Two similar completed works each costing not less than the amount equal
50% of the annualized estimated cost

Or

Three similar completed works each costing not less than the amount equ
o 40% of the annualized estimated cost.

Total Estimated Cost

*Annualized Estimated Cost = Period of Completion in years (n)

In case period of the completion is less than 1 year then value of (n) will be nsidered as 1.
Similar nature of work *is defined as* “**Any type of Running & Mainten ce/Service providing/Up-keeping works**”
(In case of experience of private organization, TDS certificate of t organization is required)

2. Average annual financial turnover during the last three (03) financial years ding 31st March of previous financial year should be at least 30% of the Ann ized Estimated Cost.

   (i) In case the turnover is more than Rs. 1 Crore, the prospective bidder equired to furnish the copy of audited Balance Sheet and P&L account.

   (ii) In case the turnover is less than or equal to Rs. 1 Crore, the prospecti bidder is required to submit the copy of annual turnover duly certified Chartered Accountant in case audited Balance Sheet and P&L account e not being maintained by the prospective bidder.

3. The work is reserved for Project Affected Families (PAFs) / Locals only.

The work is reserved for Project Affected Families (PAFs) (The families those are a cted from 300MW Bikaner Solar Power Project, Karnisar, Bikaner or/and Locals of D rict Bikaner (Rajasthan). The bidder should submit the appropriate notarized copy document/s in support of being PAF/Local.

Definition of PAF (Project Affected Families):

The definition of project affected families (PAFs) shall be as per the definition prov d in the “Right to Fair Compensation and Transparency in Land Acquisition, Rehab ation and resettlement Act. 2013 and subsequent amendments, if any

The definition of Project Affected Families (PAFs) (The families those are affected m 300MW Bikaner Solar Power Project, Karnisar, Bikaner) in relation to land acqui for NHPC is as below:

(i) a family whose land or other immovable property has been acquired;

(ii) a family which does not own any' land but a member or members of h family may be agricultural labourers, tenants including any form of ancy or holding of usufruct right, share-croppers or artisans or who m be working in the affected area for three years prior to the acquisition the land, whose primary source of livelihood stand affected by the acc ition of land;

(iii) the Scheduled Tribes and other traditional forest dwellers who have lo any of their-forest rights recognized under the Scheduled Tribes and O er Traditional Forest Dwellers (Recognition of Forest Right) Act, 2006 d to acquisition of land;

(iv) family whose primary source of livelihood for three years prior to the quisition of the land is dependent on forests or water bodies and inclu gatherers of forest produce, hunters, fisher folk and boatmen and suc velihood is affected due to acquisition of land;

(v) a member of the family who has been assigned land by the State Gov ment or the Central Government under any of its schemes and such la is under acquisition;

(vi) a family residing on any land in the urban areas for preceding three y s or more prior to the acquisition of the land or whose primary source livelihood for three years prior to the acquisition of the land is affecte y the acquisition of such land.

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Definition of local:

The geographical limits for defining the local residents eligible shall Distric Bikaner (Rajasthan).

The PAFs, Individuals (Local), partnership firms, group of people in the form cooperative societies/Self Help Groups (SHGs) by locals of the district of Bi er will only be considered as eligible for the work.

2.2.2 All Startups (whether MSEs or otherwise), falling within the definition per Gazette notification- G.S.R. 501(E) dt. 23.05.2017 are exempted from eting the qualification criteria in respect of Prior Experience-Prior Turnover bject to their meeting the quality and technical specification. However, th mployer reserves the right to deny such exemptions to Startups (whether Es or otherwise) in case of circumstances like procurement of items relate public safety, health, critical security operations and Equipments etc. Decl tion in this regard is to be submitted by the Bidder as per Annexure-VIII.

2.2.3. All Micro and Small Enterprises (MSEs) as per policy circular no. 1 (1)/2016-MA dt. 10.03.2016 are exempted from meeting the qualification eria in respect of Prior Experience-Prior Turnover in public procurement su ct to meeting of quality and technical specifications for which necessary d ments shall be submitted by such bidders.

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

2.2.5 Work is reserved for PAFs (Project Affected Families)/Locals. At a tim
ot more than 02(Two) works/ services which are reserved for PAF/Locals sh
be allotted/ awarded to the same entity and the value of Works/Services to
awarded to any single entity at any point of time shall be limited to Rs. 12
akhs.

Bidder is required to submit Self-declaration as per enclosed Form – A1 me
oning the details of works/services awarded to him under PAF/Local catego
which are under-progress at the time of bid submission.

2.2.6 Each bidder must also produce with their Bid – PAN, Goods & Servic
Tax Identification No. (GSTIN), EPF Registration No., ESIC Registration No.,
bour License as per Act.

2.3 The Bidder should not have been banned / de-listed / black listed / debarre
om business or declared ineligible on the grounds mentioned in Para 6 of Guide
es on Banning of Business Dealings (Annexure-A) to Integrity Pact, ITB Clause 9
Self-declaration in this regard is to be submitted as per enclosed Annexure-III.

2.4 To improve transparency and fairness in tendering process and/or during e
cution of work undertaken, the Employer is implementing Integrity Pact as per
use No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proform
Annexure-II) duly signed as per Clause 9.0 of ITB.

Pre-contract Integrity Pact is to be executed on plain paper with NHPC Ltd. at th
ime of submission of Bids. The successful bidder (Contractor) shall submit duly
ecuted Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to
ning of Contract Agreement.

To oversee the compliance under the Integrity Pact, Dr. Vinod Aggrawal, IAS (Re
.), Shri Prabhash Singh and Shri Upendra Malik have been appointed as an Inde
ndent External Monitor (IEM) by the owner. The Contact Address of IEM is as un
r: -

S. No.	Name of IEM	Address of IEM
1	Dr. Vinod Aggarwal E mail: arsv50@gmail.com	B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017
2	Sh. Prabhash Singh, E mail: srgmhrbpl@gmail.com	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016

3	Sh. Upendra Malik E mail: Upendra.malik@gmail.com	B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida-201315 (UP)

2.5 The Bidder, against whom proceedings for insolvency under the Insolvency
d Bankruptcy code 2016, or as amended from time to time, have started, shall
be eligible for bidding. Self-declaration in this regard is to be submitted as per e
losed Proforma (Annexure-X of Section-I).

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

i. **Self-attested copy of Letter of award(s), BOQ along with completi certificate(s) issued by Employers for previously executed work to bstantiate the experience in all cases.**

ii. **Annual average turnover for the last three years.**

In case of experience certificate(s) is issued by the non-Government entity, the
dder shall also submit notarized copies of TDS Certificates along with experienc
ertificate.

3 Cost of bidding document: Not applicable on GeM Portal

4 Bid Security / Earnest Money Deposit (EMD):

4.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for a
mount of **65,000.00/- (Rupees Sixty Five Thousand Only)** as given in NIT a
ended here to. Bid security / EMD may be deposited either in the form of a Cro
d Demand Draft/ Bankers Cheque in favour of NHPC Limited, payable at SBI, A
ess of the Bank: 5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh
arg, Gole Market, New Delhi – 110001 IFSC Code SBIN0017313) or ~~in the form o~~
~~Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank~~
~~ndia in the prescribed Proforma, annexed as “Annexure-I” hereto, valid for a pe~~
~~d not less than 90 days beyond the validity period of the tender or in the form~~
~~nsurance Surety Bond as per format appended as Annexure-XIII~~, Failure to do
may prevent a tender from being considered.

Micro and Small enterprises (MSEs) Units having valid UDYAM Registration Cert
ate for the goods/ services are exempted from furnishing the Bid Security / EMD

MSE Bidder having Udyam Registration Certificate issued with major activity as
rvices (Trading) shall not be considered for exemption.

They should furnish the valid registration certificate issued by Ministry of MSME th the Bid.

Startups as recognised by Department of Industrial policy & promotion (DIPP) a exempted from furnishing the Bid Security / EMD. They should furnish with the a Notarized copy of the valid Certificate of Recognition Issued by DIPP.

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

4.2 The bidders shall not be entitled, during the period of validity of their offers wi ut the consent in writing of the Employer, to revoke or withdraw their bids or v in any respect their offer or any terms and conditions thereof. In case of a bidde evoking or withdrawing his Bid or varying any terms and conditions in regard t eto without the consent of the Employer in writing during the period of validity his offer, the Employer shall forfeit the Bid Security / EMD furnished by the bidc along with his offer.

In addition to this the bidder may at the discretion of the Employer, be debarre om bidding for a period as may be considered fit by the Employer, against any that might be invited by the Employer in future. The Employer will also be wit its rights to circulate the information, at its discretion to other prospective Emp ers about the bidder having withdrawn his offer within the validity period.

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

4.4 **The necessary action as deemed fit shall be taken by the buyer in cas f following:**

(a) If the Bidder withdraws its bid or varies any terms & conditions, without the conse of the Employer, in regard thereto during the period of Bid validity specified by the dder; or

(b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as ntioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITE ause no. 9.0); or

(c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Cla e 11.7; or

(d) If the successful bidder having been notified of the acceptance of its Bid by the Er oyer during the period of Bid validity refuses to accept / execute the Order or fails enter into Contract Agreement when required; or

(e) In the case of a successful Bidder, if the Bidder fails within the specified time limit furnish the required Performance Security in accordance with Conditions of Contra

5 **The bidder shall prepare the bid and submit the bid online on "Electro Tendering System" in following manner:**

5.1 **ONLINE SUBMISSION:**

5.1.1 Cover-1: Techno-commercial bid:

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

i. All Documents establishing conformity to the Eligibility Criteria as mer ned at Clause 2.0 of ITB.

ii. Demand Draft / Banker's Cheque / ~~Bank Guarantee (as per Annexure-I nsurance Surety Bond as per format appended as Annexure-XIII~~ /copy valid relevant MSEs Certificate/ copy of the valid Certificate of Recogn n issued by DIPP towards Bid Security / EMD.

iii. Pre-Contract Integrity Pact (Annexure-II). Guidelines on Bann Business Dealings (Annexure-A).

iv. Self-Declaration by the Bidder (Annexure-III).

v. Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Ru Annexure-III(c).

vi. Details of Past Experience (Annexure-IV).

vii. Bid Proforma (Annexure-V).

viii. ECS Form. (Annexure-VI).

ix. Declaration/Undertaking under MSMED Act, 2006 (Annexure-' alongwith attested copy of valid UDYAM certificate.

x. Declaration regarding applicability of Start-Ups under Start-Up India In tive (Annexure-VIII) along with notarized copy of certificate.

xi. Declarations by the Bidder (Annexure-IX).

xii. Declaration regarding Insolvency and Bankruptcy code 2016 (Annexu X).

xiii. Dully signed copy of PAN.

xiv. Scanned copy of Power of Attorney along with authority of executants

xv. Scanned copy of EPF Registration No., GSTIN & ESIC Registration No.

xvi. Duly filled and signed Self declaration Form A1

xvii. For proof of PAF's/Local copy of Aadhaar Card etc.

xviii. Duly signed copy of SCC & Scope of work.

xix. Any other document as specified in the NIT.

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

The Financial Bid (Price Bid) shall be submitted in GeM portal only. Submissi of the Financial Bid (Price Bid) by any other means shall not be accepted by e Employer in any circumstances. In case, if any cell is left blank and no rate quoted against any of the item(s) by the Bidder, rate of such item(s) shall b eated as "0" (Zero) and considered included in the cost of the bid and no se ate claim whatsoever will be entertained on this account.

Online submission of the bid will not be permitted on the portal after expiry ubmission time and the Bidder shall not be permitted to submit the same by y other mode.

5.2 The Employer reserves the right to itself to postpone and/or extend the date o ceipt or to withdraw the Bid notice, without assigning any reason thereof, entir at its discretion. In such an event, bidders shall not be entitled to any compens on, in any form whatsoever.

5.3 The work covered by this Bid specification shall be executed strictly in accord e with the conditions specified in the "Conditions of Contract" and other condit s specified in various sections of this Bid document. Bidders are requested to s mit their offer strictly in line with terms and conditions of tender specification, erwise bid may be rejected. Bids silent regarding any of the terms or specificat s shall be presumed to be confirming to the specifications and terms & conditio as stipulated in this Bid document.

5.4 Bidders shall give a breakdown of the prices in the manner and detail called fo the Schedule of Quantities & Prices. The bidder shall quote their prices on "Firr basis in all respects. The bidder shall ascertain the rate of all applicable taxes uties and shall fill up price bid accordingly.

5.5 It is imperative for each bidder to satisfy himself completely of all lo conditions, and the nature of the site. A Bidder shall be deemed to have full kn edge of the site [whether he inspects or not].

5.6 The Bidder should possess a valid PF, ESIC registration number, Labour License s per Act) and Goods & Services Tax Identification Number (GSTIN) duly allotte y the concerned Authorities and shall furnish proof towards the same along wit e bid.

5.7 The bidder should provide the PAN and a copy of PAN card issued by the Incom ax department, contact / mobile & landline telephone numbers along with bids.

5.8 Price bid of bidders, whose techno-commercial bids are not considered accept e to the Employer, will be archived unopened. The decision of the Employe final and binding in this regard.
Further, the reimbursements are subject to Production of Contract Wise copy of parate Challan Cum Return (ECR) for monthly payment of EPF & Online Challan rm for monthly payment of ESIC, by the Contractor. However, during currency he Contract the Contractor shall also comply and furnish the document in respe of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employ engaged in the Contract.

6 Past Experience

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

7 Bid Proforma

The bidder should fill in the Bid Proforma appended as Annexure-V herewith an ubmit the same online.

8 ECS Form

Bidders are required to submit duly filled in ECS Form appended as Annexure-V erewith and submit the same online.

9 INTEGRITY PACT [IF APPLICABLE]

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

The Pre-contract integrity pact, signed by all the prospective Bidders and the E loyer shall commit the persons/ officials of both the parties, not to exercise any rrupt/ fraudulent/ collusive/ coercive practices in the tendering process and als uring implementation of the contract. Only those Bidders who have entered in ntegrity Pact with the Employer shall be eligible to participate in the bidding pr ss. Entering into Integrity Pact as per Performa (integrity) provided in the tend s a basic qualifying requirement.

Pre-contract Integrity pact is to be executed on plain paper with NHPC Ltd. at th ime of submission of Bids. The successful bidder (Contractor) shall submit duly ecuted Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to ning of Contract Agreement.

To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Agg wal, Sh. Prabhash Singh & Sh. Upendra Malik has been appointed as Independe External Monitor (IEM) by the Employer. The Contact address of IEM is as under

S. No.	Name of IEM	Address of IEM
1	Dr. Vinod Aggarwal E mail: arsv50@gmail.com	B-103, Sarvodaya Enclave, 2nd Floor, N w Delhi-110017
2	Sh. Prabhash Singh, E mail: srgmhrbpl@gmail.com	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016
3	Sh. Upendra Malik E mail: Upendra.malik@gmail.com	B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida-201315 (UP)

10 **Online opening of Bids by Employer**

10.1 The Employer will open the Bids online on the date as specified in NIT or a extension thereof. In the event of the specified date or amendment if any for opening of bids/offline documents being declared a holiday for the Employer e opening shall be carried out at the specified time on the next working day.

10.2 Initially, the ‘Techno-Commercial Bid’ shall be opened and the ‘Price Bid’ of o those bidders whose Techno-Commercial bid is acceptable to the Employer sh be opened online subsequently.

11 **Evaluation of Bids**

11.1 The Employer will examine the bids to determine whether they are compl , whether any computational errors have been made, whether the documents h e been properly signed and whether the bids are generally in order and confor to all the terms, conditions and specifications of the bid documents without any viations.

The Employer will, thereafter check and ascertain whether the bidder fulfils the gibility criteria and other requirements specified under ITB Clause 2.0. The Bic ubmitted by the Bidders who meet the Eligibility Criteria set under ITB Clause 2 shall only qualify for consideration and further technical evaluation by the Emp er.

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

11.2 Prior to the detailed evaluation, the Employer will determine whether eacl d is of acceptable quality, is generally complete and is substantially responsive the bidding documents. For purposes of this determination, a substantially resp sive bid is one that confirms to all the terms, conditions and specifications of th idding documents without material deviations, objections, conditions or reserva ns.

A material deviation, objection, conditionality or reservation is one (i) that affec n any substantial way the scope, quality or performance of the Contract; (ii) tha mits in any substantial way, inconsistent with the Bidding Documents, the Emp er's rights or the successful Bidder's obligations under the Contract; or (iii) whc rectification would unfairly affect the competitive position of other Bidders whc e presenting substantially responsive Bids.

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

11.3 During bid evaluation, the Employer may ask the bidder for clarification of bid. The request for clarification and the response shall be in writing, and no ch ge in the price or substance of the bid shall be sought, offered or permitted.

11.4 The bidder shall quote for all the items mentioned in the Price Bid. The ev ation of the bids shall be done based on the item-wise price/ total prices *[...Stril ut whichever is not applicable]* as per Schedule of Quantities & Prices (Section-I

11.5 All applicable taxes, duties and levies as mentioned in Schedule of Quant s & Prices (Section-IV) shall be considered for the purpose of evaluation of bids.

11.6 Any adjustments in price that result from the above procedures shall be a ed, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid ce'. Bid prices quoted by Bidder shall remain unaltered.

11.7 Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and the total price which is obt ed by multiplying unit price and quantity, or between subtotal and the total pric the unit or subtotal price as the case may be shall prevail, and the total price sh be corrected. If there is a discrepancy between words and figure of the unit rat

the unit rates in words will prevail. If bidder does not accept the correction of er s, its bid will be rejected and the Bid Security / EMD will be forfeited in accordan with ITB sub-clause 4.4.

12 **Award Criteria & Employer’s Right to accept any bid and to reject any all Bids:**

12.1 The Employer reserves the right to accept or reject any bid, or cancel/ wit aw invitation to Bid for any reason including National Defence and security con ons, and annul the Bidding process and reject all bids at any time prior to the a rd of Contract, without thereby incurring any liability to the affected Bidder or B ers. However, the Bidder(s), who wish to seek reasons for such decision of canc ation/ rejection, shall be informed of the same by Employer unless its disclosur easonably could be expected to affect the sovereignty and integrity of India, th ecurity, strategic, scientific or economic interest of the State, relation with forei state or lead to incitement of an offence.

12.2 The Employer shall not be bound to accept the lowest or any bid and rese s to itself the right of accepting whole or a portion of any of the bid as it may d m fit, without assigning any reason thereof.

12.3 Canvassing in any form or any approach, official or otherwise, by the Bidd to influence the consideration of his bid shall render the bid liable to summarily ection.

12.4 Subject to ITB Clause 12.1 and 12.2, the Employer shall award the contra o the successful Bidder whose bid has been determined to be substantially resp sive and to be the lowest evaluated bid, further provided that the Bidder is de mined to be qualified to perform the contract.

12.5 The Evaluated price arrived at in terms of clause 11.0 of ITB shall be cons red for the comparison and evaluation of the bids. However, for the purpose of ard of work the lesser of the total price quoted by the Bidder as per ‘price bid’ o he evaluated price as per clause 11.0 of ITB shall be considered.

12.6 The parties shall sign the Contract Agreement within 28 days from the da of issue of Letter of Award. The Contractor shall be provided with one signed o nal Contract Agreement. The expenses of completing and stamping the agreem t shall be borne by the Contractor. Subsequent to signing of the Contract, the C ractor at his own cost shall provide the Employer with Three (3) true copies of C tract agreement within fifteen (15) days after signing of Contract.

13 **Corrupt, Fraudulent, Collusive or Coercive Practices**

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

(a) For the purpose of this provision, the terms set forth below shall mean as u er:

(i.) "Corrupt practice" means the offering, giving, receiving or soliciting, di tly or indirectly, of anything of value to influence the action of a public cial in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.

(iii) “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and

(iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;

(v) An agreement called “Integrity Pact” between the prospective Bidders and the Employer shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.

(b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.

(c) The Employer may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.

(d) Banning of Business Dealings: It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:

(i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;

(ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;

(iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provision of the Integrity Pact provided in the Contract;

(iv) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;

(v) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC’s properties including land, water resources, forests / trees or tampers with documents/records etc.;

(vi) If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

(vii) If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.

(viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency’s part in matters relating to the Company (NHPC) or even otherwise;

(ix) On any other ground upon which business dealings with the Agency is n
n the public interest.

(x) If business dealings with the Agency have been banned by the Ministry c
ower, Government of India OR any PSU/ any other authority under the MC
f intimated to NHPC or available on MOP Website, the business dealing w
such agencies shall be banned with immediate effect for future business
aling except banning under Integrity Pact without any further investigatio

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

14 **Information w.r.t. MSME Development Act '2006**

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

(a) Cost of bidding document: Not applicable on GeM Portal.

(b) Bid security / EMD:

Micro and Small enterprises (MSEs) Units having UDYAM Registration Certificate r the ~~goods~~/ services are exempted from furnishing the Bid Security deposit/ EN They should furnish with the Bid a valid registration certificate.

MSE Bidder having Udyam Registration Certificate issued with major activity as rvices (Trading) shall not be considered for exemption.

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

Startups as recognised by Department of Industrial policy & promotion (DIPP) a exempted from furnishing the Bid Security / EMD. They should furnish with the a Notarized copy of the valid Certificate of Recognition Issued by DIPP.

No other bidders are exempted from furnishing Bid Security/ EMD as mentione bove.

Bids received unaccompanied by either an acceptable Bid Security / EMD or a v d certificate of registration stated as above shall be rejected as being non-respo ive.

(c) Purchase Preference in favour of MSEs:

All Micro and Small Enterprises (MSEs) are exempted from meeting the qualifica n criteria in respect of Prior Experience-Prior Turnover in public procurement su ct to meeting of quality and technical specifications for which necessary docum ts shall be submitted by such bidders.

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

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

Out of 25% target of annual procurement from MSEs, a sub target of 4% will be rmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, the event of failure of such MSEs to participate in the Tender Process or meet tl ender requirements and the L1 price, the 4% sub-target for procurement earm ed for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

Out of total annual procurement from MSEs, 3% from within the 25% target sh be earmarked for procurement from MSEs owned by women.

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

(a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
(b) In case of partnership MSE, the SC/ST partners shall be holding at least 5 shares in the unit.
(c) In case of Private Limited Companies, at least 51% share shall be held by S T promoters.

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

Sr. No.	Document Required	Action required	If Submitted Please Tick
1	~~**Cost of Bidding Document or** copy of valid Certificate towards exemption of Cost of bid document.~~	~~To be submitted in hard copy and uploaded online.~~ –	
2	**Bid Security / EMD or** copy of valid Certificate towards exemption of **Bid Security / EMD**. ~~In case of Bank Guarantee, strictly in the format of Annexure-I, or if Insurance Surety Bond it will be as per format appended as Annexure-XIII of Amount, validity as per tender document.~~	To be submitted in hard copy and uploaded online.	
3	Power of Attorney along with authority of executants.	To uploaded online.	

4	Copies of Documentary evidences in support of the qualification criteria as per ITB Clause No. 2.0.	To be uploaded online.	
5	**Self-declaration in original on Company's Letterhead: "**The bidder should not have been banned / de-listed / blacklisted / de-barred from business or declared ineligible on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings" as in Annexure-III.	To be uploaded online.	
6	Integrity Pact as per Performa (Annexure-II) and of Guidelines on Banning of Business dealings duly signed & Stamped at each page.	To be uploaded online.	
7	Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules ANNEXURE-III(C).	To be uploaded online.	
8	Details of Past Experience (Annexure-IV)	To be uploaded Online	
9	Bid Proforma (Annexure-V)	To be uploaded Online	
10	ECS Form (Annexure-VI)	To be uploaded Online	
11	Declaration/Undertaking under MSMED Act, 2006 (Annexure-VII)	To be uploaded online	
12	Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with notarized copy of certificate. (Annexure-VIII)	To be uploaded online	
13	Declarations by the Bidder (Annexure-IX)	To be uploaded online	
14	Declaration regarding Insolvency and Bankruptcy code 2016 (Annexure -X)	To be uploaded online	
15	Copy of GSTIN registration certificate EPF Registration/ESIC and PAN card	To be uploaded online	
16	Duly filled and signed Self declaration Form A1	To be uploaded online	

17	For proof of PAF’s/Local copy of Aadhaar Card etc	To be uploaded online	
18	Duly signed copy of SCC & Scope of Work.	To be uploaded online	
19	**Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)**	To be uploaded Online	

16 **The original instrument for Cost of bidding document / EMD shall be s mitted by bidder to the office of 300MW Bikaner Solar Power Project a -181-A, Karni Nagar, Bikaner-334001, last date of submission of the sa e will be 05 days after the last date of online bid submission.**

If the original instrument for ~~Cost of bidding document~~ / EMD is not re ved, up to the date mentioned in the tender document, the bid of the l der will be treated as

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FOUR KEY INSTRUCTIONS for BIDDERS

Note: The following ‘***FOUR KEY INSTRUCTIONS for BIDDERS’*** must be assic usly adhered to: -

~~(i) Obtain individual Digital Signature Certificate (DSC or DC) well in advanc f tender submission deadline.~~
~~(ii) Register your Organization on CPPP well in advance of tender submissio eadline.~~
~~(iii) Get your organization’s concerned executives trained on CPPP well in ac nce of tender submission deadline.~~
(iv) Submit your bids well in advance of tender submission deadline on porta here could be last minute problems due to internet timeout, breakdown, ( ) While the first three instructions mentioned above are especially relevan o first-time users of portal, the fourth instruction is relevant at all times.

Note: Electronic procurement system will not allow any Bidder to plac heir bids after the expiry of scheduled date & time. NHPC/ GeM shall n be responsible for any delays/ problems related to bandwidth, connect

ty etc., which are beyond the

ANNEXU

~~**Bank Guarantee in Lieu of Bid Security / Earnest Money Deposit (EMD)**~~

~~**Bank Guarantee**~~

~~Date:__________~~

~~*[Name of Contract]*~~

~~To:~~

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

~~WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of bid]* for t erformance of the above-named Contract (hereinafter called "the Bid")~~
~~KNOW ALL PERSONS by these present that WE *[name of bank] of [address of bank]* (hereinafter called "th nk"), are bound unto *[name of Employer]* (hereinafter called "the Employer") in the sum of: *[amount]*, for h payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assign these presents.~~

~~Sealed with the Common Seal of the said Bank this____day of_________20________~~

~~THE CONDITIONS of this obligation are the following:~~

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

~~WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, with the Employer having to substantiate its demand, provided that in its demand the Employer will note that t mount claimed by it is due to it, owing to the occurrence of any of above-named Condition/Conditions, and cifying the occurred condition or conditions.~~

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

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

~~WITNESS~~

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

~~1. ....~~	~~...............................~~
~~(Signature)~~	~~(Signature)~~
~~...~~	~~.....................................~~
~~(Name)~~	~~(Name)~~
~~...~~	~~...~~
~~(Official Address)~~	~~(Designation with Bank Stamp)~~
~~2. ....~~	
~~(Signature)~~	~~Including staff Authority No. with complete Bank Address with Tel. Fax Nos.~~
~~..~~	~~''''''''''.............~~
~~(Name)~~	
~~...~~	
~~(Official Address)~~	

~~Communication address of the Bank~~

~~Name of the contact person~~

~~Tel. No.~~

~~Fax No.~~

~~Email:~~

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

~~2.0 The following information should be invariable mentioned on the back side of the bank Gua ee:~~

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

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

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

ANNEXUR

(To be filled and uploaded on

(Format of Integrity Pact)

(To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Pap of appropriate value by successful Bidder (Contractor) prior to issue of Supply Order)

PRE - CONTRACT INTEGRITY PACT

Between

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

First Part.

And

M/s ________________________________, a company/ firm/ individual (status of the company) and having its stered office at ____________represented by Shri

_________________, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and i de, 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.________ ______________________________________.

WHEREAS the Bidder/ Contractor is a private company/ public company/ Government undertaking/ partn ip/ consortium/ joint venture constituted in accordance with the relevant law in the matter and the Emplo 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/ udiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a vi o:

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

Enabling the Bidder(s)/ Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to ure the contract by providing assurance to them that their competitors will also abstain from bribing and o corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by follow 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 tract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, cons ation, gift, reward, favour or any material or immaterial benefit or any other advantage from the B r/ Contractor, either for themselves or for any person, organization or third party related to the cor t in exchange for an advantage in the bidding process, bid evaluation, contracting or implementati rocess related to the contact.

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

1.3. All the officials of the Employer will report to the appropriate Authority any attempted or complete eaches 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 t mployer with full and verifiable facts and the same is prima facie found to be correct by the Emplo necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedi may be initiated by the Employer or Independent External Monitor and such a person shall be deba from further dealings related to the contract process. In such a case while an enquiry is being cond d 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 corru actices, unfair means and illegal activities during any stage of its bid or during any pre-contract or -contract stage in order to secure the contract or in furtherance to secure it and in particular comı hemselves to observe the following principles during participation in the tender process and during tract execution:

3.1. The Bidder(s)/ Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consid ion, reward, favour, any material or immaterial benefit or other advantage, commission, fees, bro ge or inducement to any official of the Employer, connected directly or indirectly with the bidding ess, or to any person, organization or third party related to the contract in exchange for any adva e 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, direct indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other antage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in curing the Contract or forbearing to do or having done any act in relation to the obtaining or execu of the contract or any other contract with Employer for showing or forbearing to show favou 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 ar dian 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 co itted to or intends to make to agents, brokers or any other intermediaries, in connection with this award of the contract.

3.5 Deleted.

3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing t ontract, shall disclose any payments made, is committed to or intends to make to officials of the E oyer or their family members, agents, brokers or any other intermediaries in connection with the c act 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 tr arency, fairness and progress of the bidding process, bid evaluation, contracting and implementati f the contract.

3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair ns and illegal activities.

3.9 The Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or p on to others, any information provided by the Employer as part of the business relationship, regar plans, technical proposals and business details, including information contained in electronic data er. The Bidder/ Contractor also undertakes to exercise due and adequate care lest any such inform n is divulged.

3.10 The Bidder(s)/ Contractor(s) commits to refrain from giving any complaint directly or through any o 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 an the actions mentioned above.

3.12 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf he Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Employe alternatively, if any relative of an officer of the Employer has financial interest/ stake in the Bidder Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be closed 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 201

3.13 The Bidder(s)/ Contractor(s) shall not lend to or borrow any money from or enter into any monetar alings or transactions, directly or indirectly, with any employee of the Employer.

3.14 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Co while representing the matters to IEMs and he/she will wait their decision in the matter.

3.15 In case of sub-contracting, the bidder shall take the responsibility of the adoption of Integrity Pact he sub-contractor.

4.0 PREVIOUS TRANSGRESSION:

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

5.0 EARNEST MONEY (SECURITY DEPOSIT):

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

6.0 SANCTIONS FOR VIOLATIONS:

6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/ Contracto any one employed by it or acting on its behalf such as to put their reliability or credibility in questi hall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Ba ng of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actic wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving y compensation to the Bidder/ Contractor. However, the proceedings with the other Bidder(s)/ Cont or(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance E (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employ nd 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 Contractor. The Bidder/ Contractor shall be liable to pay compensation for any loss or damage to tl mployer resulting from such cancellation/ rescission and the Employer shall be entitled to deduct t mount 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 interest as per the provision of contract.

(vi) Deleted.

(vii) To debar the Bidder/ Contractor from participating in future bidding processes of NHPC Lir d as per provisions of “**Guidelines on Banning of Business Dealings**” of NHPC Limited (**Annex** 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 middlem 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 ed 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 hout 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 t also on the Commission by the Bidder/ Contractor or any one employed by it or acting on its beh 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 vention 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 com ed by the Bidder/ Contractor shall be final and conclusive on the Bidder/ Contractor. However, the I er/ Contractor can approach the Independent External Monitor(s) appointed for the purposes of this t.

7.0 INDEPENDENT EXTERNAL MONITOR(S):

7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as Monitors) fc s 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 ext 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 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 relat o the project/ procurement, including minutes of meetings, whenever required. The right to access ords should only be limited to the extent absolutely necessary to investigate the issue related to t ubject tender/ contract.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he/she will so infor MD, NHPC and request NHPC Limited to discontinue or take corrective action, or to take other rele action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monit as no right to demand from the parties that they act in a specific manner, refrain from action or tol e action.

7.6 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction, to roject documentation of the Employer including that provided by the Bidder/ Contractor. The Bidde ontractor will also grant the Monitor, upon his request and demonstration of a valid interest, unres ed and unconditional access to his project documentation. The same is applicable to Subcontractor The Monitor shall be under contractual obligation to treat the information and documents of the Bi / Contractor/ Subcontractor(s) with confidentiality. The Monitor has also signed declaration on ‘Non closure Agreement’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arisin a later date, the IEM shall inform CMD, NHPC and rescue himself/herself from that case.

7.7 The Employer will provide to the Monitor sufficient information about all meetings among the partie lated to the project provided such meetings could have an impact on the contractual relations bet n the parties. The parties will offer to the Monitor the option to participate in such meetings as and en required.

7.8 The Monitor will submit a written report to the CMD, NHPC Limited within 8 to 10 weeks from the c of reference or intimation to him by the Employer/ Bidder and should the occasion arise, submit pr sals 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 E oyer or its agencies shall be entitled to examine all the documents including the Books of Account the Bidder/ Contractor and the Bidder/ Contractor shall provide necessary information and docume 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 Offic the Employer, i.e. Faridabad (Haryana). The arbitration clause provided in the tender document/ c act 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 follow in accordance with the provisions of the extant law in force relating to any civil or criminal p edings.

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 al tners 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 ths after the last payment under the contract, and for all other bidders 6 months after the contract been awarded. Any violation of the same would entail disqualification of the bidders and exclusion m business dealings.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall ain 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 Integrit ct will prevail.

For & on behalf of the Employer

For & on behalf of the Bidder/ contractor

Name of the Officer:

(Authorized Person)

Designation:

Name of the Person:

Designation:

(Office seal)
Place: _________

Date: __________

Witness

(Office seal)

Place: _________

Date: __________

1.__________________________ (Name and address)

Witness

1.__________________________ (Name and address)

2.__________________________ (Name and address)

2.__________________________ (Name and address)

Annexure-A to Integrity I

Guidelines on Banning Business Dealings

_

1.0 Introduction

1.1 NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expecte adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towa he work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, frau other misconduct in the tendering process and/or during execution of work undertaken. NHPC is commi 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 cumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is consider efore 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 pend/Ban Business Dealings if any Agency has been found to be non / poor performing or have commi misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as lai wn in this policy.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspensior (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 gnees, successors or executor.
2.5 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect . 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 c private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, co ative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / (ractor/ 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 e 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 Dir rs)

- Competent Authority: CMDØ
- Appellate Authority: Board of DirectorsØ

b. For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liai Offices (falling in the competency of Director /Executive Director)

- Competent Authority: Concerned Director/Executive Director as the Ø case may be
- Appellate Authority: CMD /Concerned Director as the case may be Ø

c. For works awarded/under Tendering from Corporate Office/Regional Offices / Projects/ Power Stations/ Liai Offices (falling in the competency of CGM and below)

- Competent Authority in case of work awarded under tendering from Corporate office / Regional Offi shall be CGM or GM of the concern division as the case may be
- Competent Authority: Head of the Unit not below the rank of General manager
- Appellate Authority: Next higher authorityØ

iv) "Investigating Committee" shall mean a Committee appointed by Competent Authority to conduct inv gation.

4.0 Initiation of Suspension /Banning

Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department ponsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the par Agency concerned. Besides the concerned department, Vigilance **Department of each Unit/ Corporat gilance 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 co er whether the allegations (under investigation) are of a serious nature and whether pending investigati t would be advisable to continue business dealing with the Agency. If the Competent Authority, decides it would not be in the interest to continue business dealings pending investigation, it may suspend busi dealings with the Agency. The order of suspension would operate for a period not more than six months may be communicated to the Agency as also to the Investigating Committee. The Investigating Commit may ensure that their investigation is completed and whole process of final order is over within such pe However, if the investigations are not completed within six months, the investigation committee shall p p the proposal to the competent authority for approval of extension of time maximum up to further thre onths 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 Competenc CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspe n shall be effective throughout Region/Corporate Office (in case the work awarded/under Tendering fi

Corporate Office). In case of work falling in the competency of HOP or below suspension shall be effecti hroughout the Project/Power Station and attached liaison offices/units and in case of work falling under competency of CGM and below at Corporate office suspension shall be effective at Corporate Office. Du 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 cc ct is under investigation. It is not necessary to enter into correspondence or argument with the Agency is stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the or 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 nces involving moral turpitude in relation to its business dealings with the Government or any other pub ector enterprises, during the last five years;

6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresenta 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 eptance / 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 pro es including land, water resources, forests / trees or tampers with documents/records etc.

6.6 If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditi 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 contra the preceding 5 years.

6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government in tigation Agency recommends such a course in respect of a case under investigation or improper conduc 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 Ol y PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the busine ealing with such agencies shall be banned with immediate effect for future business dealing except ban under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may dec o 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 compris members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of t ommittee members shall be CGM and above for works falling in the competency of CMD/Board of Direc General Manager and above for the works falling in the competency of Director/ Executive Director anc M/SM with at least one member of the level of General Manager for works falling in the competency of C and below.

7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of ning 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 lin th 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 ca r 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 con ed 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 od for which the ban would be operative considering the implications for NHPC on account of act/omission on the part of the agency, intention of the agency as established from the circumstances e case etc.

<u>7.4 Show Cause Notice</u>

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Ca Notice' (as per format at Appendix-II of these guidelines) s h a l l be issued to the delinquent Agency by t ompetent Authority or by a person authorized b y t h e Competent Authority for the said purpose. The Age shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Ag y shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date

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 opport y to explain their stand before any action is taken. The grounds on which action is proposed to be taken s be disclosed to the Agency inviting representation and after considering that representation, orders may assed. 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 nspection of documents may be provided.
During the conductance of oral hearing, only the regular duly authorized employees of Agency will be per ed 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 essed 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 reminc hall be given with further period of 10 days thereafter if no reply is received action for processing ex-part ainst 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 Competent Authority or by a person authorized for the said purpose. The decision regarding banning of b ess dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in r thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the r sentation has been considered shall invariably be mentioned in the communication. Also the fact that if r ply was received to the Show Cause Notice shall invariably be indicated in the final communication to the ncy. 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 pra es, the Competent Authority shall decide on the period of banning on case to case basis depending on the vity of the case and considering the implications for NHPC on account of the act/omission on the part of th ency, intention of the Agency as established from the circumstances of the case etc. The period of bannin all not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor formance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituen the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its and responsibility in the tendering process for which the Joint Venture has been banned in the Past. In cas the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partn then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if articipation share is less than 35%.
In case the information/documents submitted by Agency in competing for the tender found to be false/for then NHPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency t ost incurred in carrying out physical assessment for establishing veracity of such information/documents. ase Agency refuses to reimburse such cost to NHPC then banning period of Agency shall be extended by her one year.

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent ority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and l issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/B ng of Business Dealing along with default of the Contractor shall be recorded in the experience certificate ed for the work.
The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate ny future tender enquiry and if the Agency has already participated in tender process as stand-alone OR c ituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and p bid will be returned unopened. However, where the price bids of Agency have been opened prior to order anning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent ority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, L issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agen r the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering proc 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 uiry under a different name then such Agency would immediately be debarred from the tender/contract a s 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 Su endor/Sub-Contractor in the tenders.
Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipm /component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contr on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning

en though the name of the party has been approved as a Sub-Vendor /Sub-Contractor Page 7 of 13 earlier
There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AM
O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided th
uipment has been supplied by such Agency.
Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency pro
d subsidiary company has not participated on the strength of the Banned agency. However, in case of a d
lt by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner o
e 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 ons 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 re Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt o e order of banning of business dealing. Appellate Authority would consider the appeal if convinced may co tute another committee for further investigation. The investigating Committee constituted by the Appella uthority shall study the report of the previous investigating committee and reply submitted by the Agency ile filling its case for appeal and call the Agency for personal hearing if requested by the Agency. Based o e recommendation of the committee Appellate Authority shall pass appropriate Speaking(Reasoned) orde ine with sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Author 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 the units of NHPC.

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

Append

(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 .... OR In response to NHPC NIT (e-tender / physical tender) no ....dt. you have submitted your bid . ike out whichever is not applicable) Whereas the conduct of your firm in respect of the following is under inve ation:

Brief of the default

"Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serio ature and decided pending investigation, it is not in the interest of the corporation to continue business dealir th 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 orde Suspension is effective with immediate effect and would operate for a period of six months or till the stigation is completed and whole process of final order is over within such period. However, if investig ns are not completed in six months' time, the Competent Authority may extend the period of Suspens

ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / er 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 Pric d 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 , t endering process shall be continued

v) In case of ongoing contracts between you & NHPC, (including cases were contract has already been a ded before the issue of Suspension order) you will be required to continue with the execution and pe m as per terms of the contract. Page 9 of 13

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 Part by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the ter ng process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in t oint Venture for such bidding. However where event of Price Bid opening has not taken place prior to Suspens Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Ventu
ii) Banning of joint Venture: As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Vent n bidding process then it shall be permitted to participate in the bidding process if it has not been Banned or unds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Pas case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Pa r(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process i 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 you m is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contracto all not be permitted to place work order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contra after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendo b-Contractor earlier.
c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AM(&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equ ent has been supplied by such Agency.
d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provi 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 procur nt department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid urrence of misconduct which has led to Suspension.

Yours faithf
For & On behalf of NI

Note: Strike out whichever is not applicable

Appendi:

(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 aling with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and b barred 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 s ort of your reply. In case you desire to present your case in person to NHPC, a personal hearing shall be conc ed on……… at………. Hours for which prior intimation be furnished to this office. Should you fail to reply to thi ow Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and shall proceed accordingly.

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

Yours faithf
For & On behalf of NI

Appendix

(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 …dt….. amounting to Rs. ……
. OR In response to NHPC NIT (e-tender / physical tender) no ………dt. You have submitted your bid. (strike wh
ever is not applicable)
Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serio
ature and decided to conduct investigation.
Brief of the default may be mentioned
Whereas show cause notice vide no … dt…..was served upon you. (whereas in spite of the opportunity given
ou, you failed to submit the reply to the show cause notice within the time period mentioned there upon or fu
r extended period, if any). Whereas you submitted the reply along with documents vide your letter no. ______
_________and presented your case in the personal hearing dated ______ if any. After considering the allegatior
ade in the show cause notice, your reply to the show cause notice documents/documentary evidence in supp
hereof and personal hearing Dated ______ if any, it has been decided to Ban the Business Dealing with you a
ou are hereby debarred from entering into contracts with NHPC.
In order to make the intimation of Banning of Business Dealing Speaking Order (reasoned order), issue of Sho
ause Notice and consideration of representation in reply to show cause notice, opportunity of personal hearir
any, shall be communicated to the Agency concerned along with a reasoned order, order for Banning should
contain reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no
ly to the Show Cause notice was received or request for personal hearing was not made shall invariably be i
ated in the communication to the Agency. The above order shall mention the grounds considering violation o
y provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by
agency under fraudulent practice/or any unethical practice and/ or violation of any provision of Tender / Cont
condition having serious implications.

This order shall have the following effects.

i) Further business dealings with your firm is banned with immediate effect. The order of Banning would op
e for a period of …….years/month Competent Authority may extend the period of Banning.

ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender
ll 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 B
ubmitted 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
dering Process shall be continued.

v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awa
d before the issue of Banning order) you will be required to continue with the execution and perform as p
erms of the contract.

vi) 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 pr
bids have been opened prior to Banning of your firm in such cases the tendering process shall not
nnulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture

such bidding ~~for such Page 12 of 13 bidding~~. However where event of price bid opening has not tak
lace prior to Banning of Agency then in such case Agency shall not be permitted to participate as P
er in the Joint Venture.

ii) Banning of joint Venture:

(a) As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding p
ess then it shall be permitted to participate in the bidding process if it has not been banned on
nds of its role and responsibility in the tendering process for which the Joint Venture has been b
ed in Past. In case if the Joint Venture which has been banned does not indicate the roles and re
nsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allow
o 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/compone
ervice, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract
your agency as a Sub-Vendor/Sub Contractor after the date of Banning even though the name o
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 Mainter
e (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been b
ed 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 Ag
y provided subsidiary company has not participated on the strength of the Banned Agency. How
r, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contracto
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 procureme
epartment), with request for revocation of the order mentioning inter-alia the steps taken by yo
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 issu
this order to the appellate authority as here under:

Appellate Authority: ……

Designation:
Address…
Ph. no.
e-mail:

Yours faithf
For & On behalf of NI

Note: Strikeout whichever is not applicable

Appendix

(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 pet
reference ….. dt…. on the same.
After considering the findings of the Original Authority in order and submissions made by you in your
eal , 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 o

, as ordered by the original Authority is upheld,

- Considering your submissions, the order of Suspension/Banning passed by the original * authori upheld , but with a reduction in period of Suspension/Banning for ……… years/months from the c of order of original authority;

- Considering your submissions and the evidence available on record, there is enough * justificatio 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 sp ng order (reason order), the fact that the representation of the agency has been considered and ence of grounds brought forward by the agency in his defense and if any opportunity of personal ring has been given to the agency as a part of principle of natural justice shall invariably mentior n the communication. The order for banning should also contained the reason with detailed justif on for conclusion of decision to ban the agency. Also, the fact that if no sufficient ground has bee rnished shall invariably be indicated in the final communication to the agency. In case the option Banning of Agency or reduction of time Period for Banning of agency is exercised then the above er shall mention the grounds considering violation of any provision of integrity pact, any ground r ioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or a nethical practices and/or violation of any provision of Tender/ Contract Condition having serious ir cations.)

Yours faithf

For & On behalf of NI

ANNEXURE

(To be filled and uploaded onli

(Format for declaration by the Bidder)

Self-Declaration by the Bidder

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

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

(Seal & Signature of Bidder)

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

Annexure-II

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<u>Undertaking by Bidder towards Anti-profiteering Clause of GST Act/Rule</u>

<u>(To be submitted on letter head)</u>

To,

M/s NHPC Ltd.

Sub: Tender no....................

Dear Sir,

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

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

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

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available a re 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/ Supplie der 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 effec luding making good of any losses of interest etc. to NHPC Ltd.

Place: **(Signature of Authorized Signatory of Bidder)**

Name:

Date: **Designation:**

Seal:

ANNEXURE

(to be filled and uploaded onli

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PAST EXPERIENCE

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

Station: ____________

Date: ______________

For & on behalf of: ________________

Signature: ________________________

Name: ____________________________

Designation: ______________________

(of the authorized representative of the der)

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Official Seal of the Compa

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ANNEXURE-V

(to be filled and uploaded online)

BID PROFORMA

Sl. No.	Description of information	Replies by the bidder
1.	Name of the Firm/Company	:
2.	Complete address of Regd./Head Office	
	i) Postal	:
	ii) Telephone/Fax	:
	iii) E-mail	:
3.	Former name of the Firm/Company (if any)	:

4. Type of the Firm/Company (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.) :

5. Whether MSE or Start-up (tick in the appropriate box) :

6. Year and place established :

7. Are you registered with any Government/ Public Sector Undertaking (if yes, give Details) for work of similar nature covered under the specifications :

8. Have your Company ever been declared Bankrupt (if yes, give details)? :

9. Validity period of tender, reckoned from the last date of online bid Submission : 120 days

10. Whether furnished & filled all Schedules / Annexure appended to the tender documents :

MSE Start-Up

11. Goods & Services Tax Identification No. (GSTIN) :

12. EPF No. :

13. PAN :

14. Rate of Taxes & Duties : (Mention here only % rates as applicable)

1. GST : ''........%

2. Any other taxes & duties etc. : ''.........%

Station : _______

Date: ________

For & on behalf of

_ __________

Signature : _______________

Name : _________________

Designation: ______________

(of the authorized representative of the bidder)

Official Seal of the Company:

ANNEXURE

(to be filled and uploaded onli

ECS - Form

NHPC Limited

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

1. a) BIDDER’S NAME

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)

: ____________________

: ____________________

__________ __________

[redacted]

: ____________________

: ____________________

: ____________________

: ____________________

: ____________________

f) ACCOUNT NUMBER :

(As appearing on the Cheque Book)

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

(-----------------------------

Date : Sig ture of the Bidder

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

(Bank's Stamp)

(-----------------------------)

Date: Signatur
f the Authorized

Official from the Ban

ANNEXURE-V

(to be filled and uploaded onlin

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

DECLARATION / UNDERTAKING

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

(i) [ ]- Micro Enterprise

(ii) [ ]- Small Enterprise

(iii) [ ]- Medium Enterprise

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

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

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

(Authorized Representative of Fi

Annexure-

(to be filled and uploaded onli

DECLARATION REGARDING APPLICABILITY OF START-UPs UNDER STAR UP INDIA INTIATIVE

DECLARATION / UNDERTAKING

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

[ ] Applicable to us and our organization falls under the definition of Startu

[ ] Not applicable to us and our organization does not fall under the definiti of Startups.

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

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

(Authorized Representative of Firm)

ANNEXURE-IX

(to be filled and uploaded online

DECLARATIONS

(to be submitted by bidder)

Please strike out which is not applicable

S. No.	Declaration Type	Declaration	
Re			
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.	**Accepted/ Not Accepted**
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in	**Accepted/ Not Accepted**

tender document (including ITB, Conditions of Contract, Special Condition of the Contract ,Guidelines on banning of business Scope of work and Technical Specifications of work) and we agree to abide by the same unconditionally.

3. Correctness of bid

Accepted/ Not Accepted

We hereby declare that information furnished with Bid is correct in all respect.

Signature & Seal of Bidde

****

ANNEXUR

[To be uploaded online (scanned co

(Format for declaration by the Bidder)

"Self-Declaration by the Bidder"

I/We, M/s ____________________________ (*Name of Bidder*) hereby certify that proceedings for insolve under the insolvency and Bankruptcy code 2016, or as amended from time to time, have not startec ainst us and /or our Parent/Holding company____________________________(Name of Parent/ Holding c pany).

(Seal & Signature of Bidder)

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

~~**ANNEXUR**~~

~~*[To be uploaded online (scanned co*~~

~~**Declaration for Income Tax Return Filing Status**~~

~~**(u/s 206AB/206CCA of Income Tax Act.1961)**~~

~~**(To be submitted on letter head)**~~

~~We hereby confirm that we have field the income Tax Return (ITR) for last financial year for whic he time limit of filling return of income u/s 139(1) has already expired as on the date of this decl ion~~

1. ~~Status of filing of Return of income:-~~

~~Financial year~~	~~Acknowledgment ITR Number~~	~~Date of filing~~
~~Previous year immediately preceding the financial year in which tax is to be deducted / collected~~		

2. ~~Threshold limit for tax deducted at source ('TDS') and tax collected at source ('TCS')~~

~~This is to declare that the aggregate of TDS and TCS for Financial Years (Previous year immediat preceding the financial year in which tax is to be deducted / collected) is Excess of 50,000/- in o ase.~~

3. ~~OUR PAN number is:-~~

–

4. ~~We further declare that information furnished above is true and correct. In case any part of th bove declaration is untrue/false, we undertake to indemnify the Company shall recover the TD mount from us along with Interest and Penalty.~~

5. ~~The ITR Acknowledgments/ screen shot from the income tax website indicating the filling of re n for Previous year immediately preceding the financial year in which tax is to be deducted / c cted is enclosed herewith.~~

6. ~~The ITR Acknowledgments/ screen shot from the income tax website indicating the filing return for Previous year immediately preceding the financial year in which tax is to be deducte collected shall be submitted after filing the same within the time allowed under Section 139 (1 income tax Act. 1961.~~

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~~Place:~~ ~~[Signature of Authorized Signatory of Bidder]~~

~~Date:~~ ~~Name:~~

~~Designation:~~

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Form-A

Self-declaration by the Bidder

“I/We, M/s ______________________________ (Name of Bidder) hereby certify that at resent _____no. of works/services through local competitive bidding of 300MW B aner Solar Power Project, NHPC Ltd. Bikaner have been allotted/ awarded to me/ s”

Details of work awarded/allotted through local competitive bidding of 300MW Bi aner Solar Power Project, NHPC Ltd. Bikaner which is(are) under-progress or not completed:

Sr. No.	Name of Work/Services	Letter of Award, Date & Awarded value	Contractual date of completion	Present Status of the work

(Seal & Signature of Bidde

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

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~~**Annexure-**~~

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

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

~~Insurance Surety Bond No.............~~

~~Date:~~

~~(Name of Contract)~~

~~To: (Name and address of Employer)~~

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

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

~~esents.~~

~~THE CONDITIONS of this obligation are as follows:~~

1. ~~If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adoptscor pt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.~~

2. ~~If the Bidder, having been notified of the acceptance of its Bid by the Employer during theper iod of bid validity.~~

~~**a).** fails or refuses to sign the Contract Agreement when required, or~~

~~**b)** fails or refuses to submit the performance security in accordance with the Tender Documents.~~

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

~~The Surety declares that this Insurance Surety Bond is issued by the .... (name of Insuranc Company) as per the applicable rules and regulations of insurance Regulatory DevelopmentAu hority of India (IRDAI).~~

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

~~For and on behalf of the Insurance Company~~

~~in the capacity of~~

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

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

~~*INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR .EANEST MONEY DEPOSIT*~~

1. ~~Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial mp papers of requisite value in accordance with the stamp Act if applicable to that partic state of Indian Union country of executing Insurance Company, where executed. In case th ame is issued by an International Insurance Company (it should be registered under Insura Act 1938 or as amended from time to time and approved by the Insurance RegulatoryDev pment Authority of India (IRDAI)) the law prevalent in the country of execution shall prevai the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Ins nce Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through Indian Scheduled/Nationalized Insurance Company.~~

2. ~~The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security sh clearly indicate in (block letters) his name, designation, Power of Attorney No. /Signing Po No. as well as telephone/ fax numbers with full correspondence address of the issuingGua~~

~~tee etc.~~

3. ~~Each page of the Insurance Surety Bond for Earnest Money Deposit shall be dulysigne itialed by the executing officers and the last page shall be signed in full, indicating the pa ulars as aforesaid (sub-para 2) under the seal of the Insurance Company.~~

4. ~~Stamp paper shall be purchased in the name of Insurance Company issuing the Insurai Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to cution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear he back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall l equested independently for verification/confirmation of the Insurance Surety Bond issued n-confirmation of which may lead to rejection of 'Insurance Surety Bond'.~~

5. ~~Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employe ame of Employer) issued by any Insurance Company registered under Insurance Act 1938 as amended from time to time and approved by the Insurance Regulatory DevelopmentA ority of India (IRDAI) in Indian currency (INR) only is acceptable to the Employer.~~

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

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SECTION – II

CONDITIONS OF CONTRACT

SECTION–II: - CONDITIONS OF CONTRACT

In addition to Standard Terms & Conditions applicable on GeM, the following GCC
nd SCC of NHPC shall be applicable.

1. **NAME OF WORK: Hiring of manpower from outsource for running and r aintenance of Office cum Field Hostel building of 300 MW Solar Powe Project, Bikaner.**

2. PRICES AND TAXES & DUTIES:

2.1 Prices shall be Firm and inclusive of all cost of Labour, insurance, EPF charges, ares and T&P emergency stock, all Consumables & materials and all applicable xes & duties including those assessed on the employer. The contract unit rates all also be after taking into account the input Tax credit (ITC) and other benefit

2.2 Taxes, duties and levies, as applicable twenty-eight (28) days prior to deadline r submission of bids, shall be mentioned in Price Bid i.e. Schedule of Quantities Prices (Section-IV).

2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be d / reimbursed against proper invoice as per rules and other relevant documen f any and restricted to the total amount of Taxes & Duties mentioned in Price B ubject to clause 2.4 below. No other taxes and duties shall be payable / reimbu ble by NHPC.

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

2.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twent ight) days prior to deadline for submission of bid will be adjusted/reimbursed a nst production of documentary evidence.

2.5 The rates of minimum wages for different categories of workers shall be as not d by the Central Government as applicable twenty-eight (28) days prior to dea e for submission of bids. If there is any revision of minimum wages by the Gov ment during the currency of the Contract, the Contractor is entitled for reimbu ment towards the incremental changes in Minimum wages proportionate to the anpower deployment from the effective date of revision against specific reques om the Contractor with documentary evidence. [.... delete the clause if not app ble].

2.6 Contractor shall be liable to extend the statutory benefits as provided under th mployees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gra ity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wa s Act, and any other relevant Acts applicable to the establishment. The rates m ioned in Schedule of Quantity & Prices shall be inclusive of all such statutory ol ations as applicable.

2.7 Save and except as expressly provided elsewhere in this Contract all co: expenses, charges and liabilities for the completion of the Services in accordan with the Contract and/or for the due and faithful performance and/or the fulfillm t of all of the Contractor's obligations under the Contract including furnishing of nk guarantees to the Employer pursuant to the Contract shall be to the accoun and be borne by the Contractor and shall be deemed to be included in the unit es provided for in the Schedule of Quantities & Prices and the Employer shall r be liable in any manner whatsoever therefore.

2.8 Invoices and other documents submitted by contractor for payment under In m payment Certificate/Final payment certificate or any other payment under th ontract shall be in accordance with the GST Law.

The contractor shall furnish a certificate along with Interim payment certificate final payment certificate that GST payable by him has been deposited to the G vt. Treasury.

2.9 GST has been implemented by the Government w.e.f. 01.07.2017. The Contrac , except for the supplies for the categories mentioned at Section 9(3) of GST Ac hall submit GSTIN and shall quote his prices in accordance with GST provisions er considering the benefit of Input Tax Credit etc. Undertaking in the prescribed rmat for passing on benefit of Input Tax Credit and compliance of Anti-profiteeri clause under Section 171 of CGST Act / SGST Act. shall be submitted along witl d.

3. CONTRACT PERIOD:

The Contract shall be valid for a period as per LOA from the date of commence nt of the work. The Contractor shall take over and commence the work within 1 ays from the date of issue of Letter of Award and signing of Contract Agreemer f the Contractor commits default in the commencement of work within 10 days issue of LOA, the Engineer-in-Charge shall without prejudice to any other right c emedy be at liberty to cancel the Contract and forfeit the Earnest Money / Perfc ance Security.

4. COMPENSATION:

4.1 The Contractor shall ensure timely attending of complaints, rectification of fau within reasonable time period or the period specified by the Engineer-in-charge case of emergency. Any delay on account of Contractor/ service personnel, neg ence will result as imposing of *Compensation @ 0.035% (of the total contract v e with GST) - per day, Subject to Maximum 10% of* <u>*total contract value*</u> *with GS nd the same shall be recoverable from the bill.*

4.2 The Contractor shall provide the minimum staff (as per Scope of Work/ SCC) fo he work otherwise recovery shall be made from the monthly bills at the rate ₹ 00 per day per head.

4.3 If the contractor fails to make payment to the workers employed by him before h of succeeding months, a LD @Rs. 500/- per day maximum upto 5% of the RA will be recoverable from the monthly bills.

5. PERFORMANCE SECURITY / SECURITY DEPOSIT:

Performance security should be deposit within 28 days of receipt of Order, the ntractor shall furnish to the Engineer-in-Charge a performance security in the m of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any S eduled Bank in India as per the format appended as **Annexure- A of GCC** here th for an amount equal to **Five percent (5%)** of the originally awarded contrac rice by way of guarantee valid till **90 days** beyond the Contract period as ment ed in the Order OR in the form of Insurance Surety Bond of same amount as pe ormat appended as Annexure-XIV for the due and faithful performance of the c ract along with the other terms and conditions agreed to.

If the contractor does not submit the performance security within the stipulate eriod due to any valid reason. Tender inviting Authority may grant time extensi for submission of performance security based on the request of contractor. In c e, the contractor does not submit performance security without a valid reason, e Employer shall impose simple interest @12% per annum on the full amount c pplicable performance security (along with applicable taxes, if any) for the peri of delay in submission of performance security. The interest on delayed period all be calculated on pro rata basis for number of delayed days. The interest ac ed shall be payable by the contractor within 14 days from the date of intimatio y tender inviting authority in from of bank demand draft /Banker Cheque in fav of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or come due against bills/ any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be reco ed in substantial completion and final completion certificates. Further, no claim r extension of time for completion period or any other type of claim on account delayed submission of performance security shall be entertained. If contractor s to submit the performance security within 45 days (for the contracts having ti for completion – up to 12 months) or 60 days (for the contracts having time for mpletion – more than 12 months) from the date of issue of Letter of Award (LOA then following actions shall be taken against such Contractor:

i. Award shall summarily be terminated.

ii. EMD /Bid security shall be forfeited.

iii. The bidder shall be debarred / banned to participate in the business de ngs with NHPC for a period of one year.

iv. The name of the contractor shall be hosted on the NHPC website etc. per existing norms of NHPC /Govt. of India.

v. Such defaulted contractor shall not be eligible to participate in the bid g process of re tender of this work.

The Contractor shall, at his own cost get the validity period of bank guarantee nished by him extended from time to time till 90 days beyond the completion o ork as per the provisions of the contract. He shall furnish the extended/revised nk Guarantee to the Engineer-in-charge one month before the expiry date of th riginal bank guarantee or any extension thereof. In case the extended/revised E k Guarantee is not received by the Engineer-in-charge within the specified peri of one month, the Employer entirely at his discretion shall be at liberty to encas he aforesaid bank guarantee.

Alternatively, in case of non-submission of BG towards Performance Security, S urity Deposit shall be deducted from initial payments due to the Contractor till al amount of security deposit becomes 5% of the Contract Value.

The Performance Security / Security deposit shall be released after successful mpletion of the entire Contract Period, including extension. However, the perfo ance security shall not be released till compensation, if any, is pending for reco ry.

The Performance Security / Security deposit amount will not earn any interest f he whatsoever period detained by NHPC. Bidders shall communicate the follow bank details to the issuing Bank for online confirmation of Bank Guarantee to b ubmitted in terms of this clause:

Name of the beneficiary: NHPC Limited.

Account No.: 41301950398

IFSC Code: SBIN0017313

Address of the Bank: 5th Floor, Red Fort Capital, Parsvnath Towers, Bh Veer Singh Marg, Gole Market, New Delhi – 110001

Note: This branch is enabled with SFMS facility for handling Bank Guar tee. Therefore, the Bank Guarantee should be issued through SFMS fa ty only.

6. **WARRANTEE:**

During the period of the contract, if the Contractor fails to rectify any defect po ed out to him the same shall be got done by NHPC at the risk and cost of Contr or and recovered from the Security Deposit or any other amount payable to th ontractor. For non-performance of certain items or unsatisfactory performance, nalty shall be levied on pro-rata basis as decided by Engineer In- charge. The pe lty leviable from the Contractor for such non-performance shall not be higher th the amount equivalent to which would have become payable to the Contractor NHPC had the work been executed by the Contractor as per schedule.
In case of any damage or loss on account of acts of commission or omissions o e Contractor, the same shall be compensated by the Contractor or else shall be covered from available payment or any monies payable to the Contractor***. [st e out the clause if not applicable].***

7. TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract o
e Contractor commits default in any of the terms and conditions of the contrac
HPC reserves the rights to terminate the contract and can get the work done b
nother agency at the risk and cost of the Contractor.

8. INSPECTION:

All works under or in course of execution or executed in pursuance of the Contr
or shall at all times be open to the inspection and supervision of the Engineer-i
harge or his authorized representatives.

9. ENGINEER-IN-CHARGE AND HIS DECISION:

Head of Project, (300MW Bikaner Solar Power Project) / ~~Head of Division~~, NHPC
D. or his authorized representative shall be the Engineer-In-Charge of the afore
d contract. All notices, instructions, orders, certificates, approvals and all other
mmunications under the Contract shall be given by the Engineer-in-Charge, ex
t as herein otherwise provided. All notices, instructions, information and other
mmunications given by the Contractor to the Employer under the Contract sha
e given to the Engineer-in-Charge, except as herein otherwise provided.
In respect of all matters, which are left to the decision of Engineer-In-Charge in
ding granting or withholding of certificates, the Engineer-In-Charge shall, if requ
d, give in writing a decision thereon and his reasons for such decision. Such de
on shall be final and binding on the Contractor.

10. QUANTITY VARIATION:

During the execution of the contract, the Employer reserves the right to increa
or decrease the original quantities of item without any change in unit price or o
r terms & conditions. In case items for which rates are not available in the Sche
le of Quantities & Prices, the rates of such items shall be paid at the analysed r
based on actual input to be provided by the Contractor.

11. PAYING AUTHORITY:

DGM (Finance), Corporate Office, NHPC Limited, Sector-33, Faridabad, Haryana

12. CONTRACTOR'S RESPONSIBILITY:

12.1 Contractor shall ensure that all the labours appointed by him are paid minim
wages as fixed by the Centre Government in terms of Minimum wages act an
ther statutory requirements. The Contractor including its Sub-contractor shall

sure that the payment is being made to contract workers through bank. The C
tractor including its Sub-contractor should produce the documentary proof of
positing the ESI & EPF to the concerned departments along with monthly bills

12.2 The Contractor shall be liable to make payment to all his employees and sha omply with labour laws. If NHPC were held liable as Principal Employer to pay ntribution, in respect of the employees of the Contractor, then the latter woul ompensate NHPC with amounts of such contributions so paid by the NHPC. Fu er, if the payment to their workers is not made by the Contractor, the same sl be paid by NHPC by deducting the amount from the running bills/ any Amour ayable to the Contractor with overhead charges of 15%.

12.3 The Contractor shall maintain all the documents necessary such as Age, Sex ducational qualifications, Addresses of the Labourers, payment vouchers, Atte ance Register, Leave, and Weekly off particulars etc. to satisfy the provisions the Labour Act. Further, the Contractor shall maintain all relevant registers ar ecords as per Contract Labour (R&A) Act, 1970 with up-to-date amendments.

12.4 The Contractor shall clearly inform the labour that working in NHPC premises ll not entitle them for any job in NHPC in future.

12.5 The Contractor shall submit and maintain proof for remittance of PF account other statutory payments made towards the labours engaged for the work.

12.6 All the workers engaged by the Contractor are subjected to Security check w e entering and leaving the premises.

12.7 The Contractor will be responsible for the good conduct of his employees. In e of any misconduct or misbehaviour of his employees' suitable action shall b aken as per the directions of Engineer In-charge.

12.8 The Contractor or his authorized supervisor/ engineer will come regularly to s to ensure that the work is being performed following all Rules, Regulations a Acts as specified in clause 3.0 above. Besides above, necessary coordination king instruction from Dept. and supervision of the work shall also be the respo ibility of the Contractor.

12.9 The Contractor shall maintain spares and T&P emergency stock in NHPC prer es for which space on demand may be provided.

12.10 The Contractor should ensure that labour should wear uniforms, badges, shoes a safety and security items during their duty hours. Also, the Contractor service pers nel must have valid company identity cards for identification purpose.

12.11 The Contractor shall also provide the mobile no. / telephone no. to contact service personnel.

12.12 All consumable and material used by Contractor shall be of standard brand as ap ved by Engineer in Charge.

12.13 The Contractor is encouraged, to the extent practicable and reasonable, to emplo taff and labour with appropriate qualifications and experience from the region of t project. Unskilled labour shall be recruited from local region only.

12.14 The Contractor shall at his own expense comply with or cause to be complied wit he Provisions/Rules provided for welfare and health of Contract Labour in the Cont t Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed the under or any other instructions issued by the Employer in this regard for the prote

on of health and for making sanitary arrangements for workers employed directly
ndirectly on the works. In case, the Contractor fails to make arrangements as afor
id, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof
m the Contractor.

12.15 In the event of any injury, disability or death of any employees in or about the wo
employed by the Contractor, the Contractor shall at all times indemnify and save
mless the Employer against all claims, damages and compensation under the Em
yee's Compensation Act, 1923 as amended from time to time or in other law for th
ime being in force and rules there under from time to time and also against all co
charges and expenses of any smooth action by proceedings arising out of such ac
ents or injury, disability or death of an employee and against all sum or sums whi
may with the consent of the Contractor be paid to compromise or compound any
m in this regard. If any award, decree or order is passed against the Contractor fo
covery of any compensation under the Employee's Compensation Act, 1923, for ar
njury, disability or death of an employee by any competent court, the said sum or
ms shall be deducted by the Engineer-in-charge from any sum then due or that m
become due to the Contractor or from his Security Deposit or sale thereof in full or
rt under the Contract or any other contract with the Employer towards fulfilment
he said decree, award or orders.

12.16 The Contractor shall furnish to the Engineer-In-charge, a copy of the License obta
d under Contract Labour (Regulation & Abolition) Act, 1970 for employing contrac
bour in NHPC. To obtain License, NHPC shall issue a certificate in Form V.

12.17 COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND ONTRACTOR'S LIABILITIES:

12.17.1 During continuance of the Contract, the Contractor and his Sub-contracto
) shall abide at all times by all existing labour enactments and rules made
ereunder, regulations, notifications and bye laws of State or Central Gov
ment or local authority and any other labour law (including rules), regulat
s, bye laws that may be passed or notification that may be issued under a
labour law in future either by the State or the Central Government or the
al authority. The Contractor shall also comply with the laws relating to the
mployment, health, safety, welfare, immigration, and shall allow them all
ir legal rights. The Contractor shall keep the Principal Employer indemnifie
n case any action is taken against the Principal Employer by the compete
authority on account of contravention by the Contractor of any of the pro
ons of any Act or rules made thereunder, regulations or notifications inclu
g amendments. If the Principal Employer is caused to pay or reimburse, su
amounts as may be necessary to cause or observe, or for non-observance
the provisions stipulated in the notifications / bye laws / acts / rules / regu
ons including amendments, if any, on the part of the Contractor, the Princ
l Employer shall also have right to recover from the Contractor any sum re
ired or estimated to be required for making good the loss or damage suff
d by the Principal Employer.

The employees of the Contractor and his sub-Contractor in no case shall b
e treated as the employees of the Principal Employer at any point of time.
Salient features of some of the major labour laws that are applicable to co
nstruction industry including amendments (if any) are given below.

(i) <u>Employee Compensation Act 1923 as amended</u>

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

(ii) Payment of Gratuity Act 1972

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

(iii) Employees PF and Miscellaneous Provision Act 1952 including FP 71/EPS-95.

The Contractor is required to possess PF Code from the concerned Regior al Provident Fund Commission. The benefits payable under the Act are:

(a) Pension or family pension on retirement or death as the case may b

(b) Deposit linked insurance on the death in harness of the worker.

(c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 (Amended)

The Act provides for leave and some other benefits to women employees.

(v) Contract Labour (Regulation and Abolition) Act 1970 with Rules fr med there under as amended.

The Act provides for certain welfare measures and wages to be provided b he Contractor to contract labour and in case the Contractor fails to provid he same are required to be provided by the Principal Employer (the Emplo r) and recover the same from the Contractor from any amount/monies due him. The principal Employer (the Employer) is required to take Certificate Registration and the Contractor is required to take a License from the des ated Officer. The Act is applicable to the establishments of Contractor or P cipal Employer (the Employer) if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Rate of Minimum Wages notified y the appropriate Government as per provisions of the Act.

(vii) Payment of Wages Act 1936 (Amended)

It lays down as to by what date the wages are to be paid, when it will be p and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to M e and Female workers and not making discrimination against Female emp ees in the matters of transfers, training and promotions etc.

(ix) Payment of Bonus Act 1965 and any further amendments thereof

The Act is applicable to all establishments employing 20 or more workmen he Act provides for payments of annual bonus subject to a minimum of 8. % of wages and maximum of 20 % of wages to employees drawing ` 21,0( P.M. or less. The bonus to be paid to employees getting ` 7,000/- P.M. or tl minimum wages for the scheduled employments as fixed by the appropria Govt. whichever is higher. All amounts of Bonus are required to be paid w n eight months of closing of financial year. The Act does not apply to certa establishments, classes of employees. The newly set up establishments a exempted for five years in certain circumstances.

(x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of industria

disputes, in what situations a strike or lock-out becomes illegal and what a the requirements for laying off or retrenching the employees or closing do the establishment.

(xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (em yment size reduced by some of the States and Central Government to 50 he Act provides for laying down rules governing the conditions of employ nt by the Employer on matters provided in the Act and get the same certif by the designated Authority.

(xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workm and Employers. The trade unions registered under the Act have been give ertain immunities from civil and criminal liabilities.

(xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain cupations and processes and provides for regulation of employment of ch en in all other occupations and processes. Employment of child labour is hibited in Building and Construction Industry.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and C nditions of Service) Act 1979

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

(xv) <u>The Building and Other Construction Workers (Regulation of Emp yment and Conditions of Service) Act 1996 and the Cess Act of 19</u>

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

(xvi) <u>The Factories Act 1948</u>

The Act lays down the procedure for approval of plans before setting up a tory, health and safety provisions, welfare provisions, working hours, annu earned leave and rendering information regarding accidents or dangerous

occurrences to designated authorities. It is applicable to premises emplo g 10 persons or more with aid of power or 20 or more persons without the d of power engaged in manufacturing process.

(xvii) <u>The Personal Injuries (Compensation Insurance) Act, 1963 and an modifications thereof and rules made there under from time to tir .</u>

(xviii) <u>Employees' State Insurance Act, 1948:</u>

The Act provides for certain benefits to employees in case of sickness, M rnity and Employment injury and for certain other matter in relation there

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

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

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

12.17.2 The Contractor shall be responsible to secure compliance with all centra state Government laws as well as rules, regulations, bye laws and others he local authorities and statutory bodies as may be in force from time to e as applicable. The Contractor shall also be responsible for giving the rec ed notice to any statutory or local bodies as required by law and obtain al quisite licenses as applicable to him under the contract. The Contractor at times shall indemnify the Employer against all claims, damages or comp ation, any action is taken against the Employer by the competent authorit n account of contravention by the Contractor of any of the provisions of a Act or rules made thereunder, regulations or notifications including amen ents. If the Employer is caused to pay or reimburse, such amounts as ma

e necessary to cause or observe, or for non-observance of the provisions s
ulated in the notifications/bye laws/acts/rules/regulations including amen
ents, if any, on the part of the Contractor, the Engineer/Employer shall als
ave right to recover from the Contractor any sum required or estimated t
e required for making good the loss or damage suffered by the Employer.

12.18 The Contractor shall provide and maintain upon the works sufficient, proper and
cient life-saving appliances and first-aid equipment in accordance with the require
nt of ILO Convention No. 62. The appliances and equipment shall be available for u
at all time.

~~**12.19 Social Accountability 8000 Compliance:**~~

~~The Contractor shall comply with all the requirements of SA 8000:2001 and mainta appropriate records in support thereof, and produce for inspection by NHPC repres tatives as and when called for.~~

12.20 The Contractor shall employ labour in sufficient numbers to maintain the required
te of progress and quality to ensure workmanship of the degree specified in the C
ract. The Contractor shall not employ in connection with the works any person wh
as not completed fourteen years of age in terms of Child Labour (Prohibition and R
ulation) Act 1986. The Contractor is encouraged, to the extent practicable and rea
nable, to employ staff and labour with appropriate qualifications and experience
m the region of the project. Unskilled labour shall be recruited from local region or

12.21 The Contractor including its Sub-contractor shall have the registration with EPFO
d ESIC. Further all the workers deployed by Contractors or Sub-contractors shall
members of Provident Fund and should be given the Universal Account Number (U
). The EPF and ESI Contribution on the part of Employer in respect of this contract
all be paid by the Contractor. These contributions on the part of Employer paid by
e Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on a
al basis on production of documentary evidence.

The reimbursements are subject to Production of Contract Wise copy of separate C
llan Cum Return (ECR) for monthly payment of EPF & Online Challan Form for mor
y payment of ESIC, by the Contractor by the Contractor. However, during currency
the Contract the Contractor shall also comply and furnish the document in respect
statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees er
ged in the Contract.

The Contractor including its Sub-contractor shall ensure that the payment is being
ade to contract workers through bank. The Contractor including its Sub-contractor
ould produce the documentary proof of depositing the ESI & EPF to the concerned
partments along with monthly bills.

In addition to above, the Contractor including its Sub-contractor shall also submit t
Bank account nos. of the contract workers in which the salary is deposited by the
ntractor including its Sub-contractor. The Contractor including its Sub-contractor a
roof shall submit along with other documents pursuant to Clause 25, the acco

statement in respect of salary paid to the contract workers for the month prior to t month in which the Contractor submits Running account bill.

The Engineer-in-Charge or his authorized representative shall have right to withho he payment of monthly bill in case the Contractor fails to produce the proof of pay nt made by him or his Sub-contractor to the contract workers deployed by him or l Sub-contractor and the statutory compliance. The Contractor shall in no case with d the payments due to their employees for any reasons whatsoever including that account of non-clearance of its bill by the Engineer-in-Charge or his authorized re sentative.

13. SAFETY:

The work shall be carried out strictly adhering to all the safety norms as per NH Safety Rules and therefore Contractor shall have to ensure safety of all the lab ers engaged by them while working.
The Contractor shall provide & make all necessary gadgets/arrangements for s ty of his employees. The Corporation shall not, in any way be responsible for ac ent minor, major or fatal to any of his employees or for any damage arising the rom during the pendency of the contract, which shall be the sole responsibility he Contractor. The insurance charges of the employees shall be borne by the C ractor.
Protective equipment like safety shoes, safety helmets, gloves etc. shall be sup ed by the Contractor to the labour and shall be used particularly when working electrically charged areas. Special precaution should be taken and/or Engineer Charge should be contacted before entering the electrically charged areas.
The Contractor shall be responsible for safety of all employees employed by hir om time to time and shall be responsible for payment of compensation that ma rise from time to time as a legal obligation or otherwise whatsoever it may be.

14. INSURANCE

The Contractor shall take the ESIC. In case ESIC is not available, then Mediclaim surance policy or any other policy as applicable for his workers engaged for the orks and shall submit the proof of the policy to the Engineer-in-charge before c mencing the work.
All costs on account of insurance liabilities covered under the Contract will be Contractor’s account and will be included in Contract Price.

15. SUBLETTING OF CONTRACT

The Contractor shall execute the work himself and no part of the contract shall without the prior consent in writing of the Engineer-in-Charge or Employer, sub or transfer other than for minor details, provided that any such consent shall n elieve the Contractor from any obligation, duty or responsibility under the Cont t.

16. CONTRACTOR'S SUPERVISION:

The Contractor shall appoint at his own expense adequate number of supervis engineers with sufficient experience to supervise the Works.
The Contractor or his authorized representatives present at the site(s) shall sup

ntend the execution of the works with such additional assistance in each trade, the work involved shall require and considered reasonable by the Engineer-in-C rge. Directions/instructions given by the Engineer-in-Charge to the Contractor's thorized representatives shall be considered to have the same force as if these d been given to the Contractor himself.

17. REMOVAL OF CONTRACTOR'S MEN:

The Contractor shall employ on the execution of the Works only such persons a re skilled and experienced in their respective trades and the Engineer-in-Charg hall be at liberty to object to and require the Contractor to remove from the wo any persons employed by the Contractor on the execution of the works who, ir e opinion of the Engineer-in-Charge, misconducts himself or is incompetent or r ligent in the proper performance of his duties. The Contractor shall forth-with c ply with such requisition and such person shall not be again employed upon the orks without permission of the Engineer in charge. Any person so removed sha e replaced immediately.

18. ECOLOGICAL BALANCE:

During the course of work the Contractor shall ensure compliance to Ecological lance under various regulations and acts in vogue including following: -

1. Environment Protection Act 1986
2. The Water (Prevention and control of Pollution) Act,1974
3. Air (Prevention and control of Pollution) Act 1981

19. FORCE MAJEURE:

19.1 The term "Force Majeure" shall herein mean riots (other than among the Contract s employees), Civil Commotion (to the extent not insurable), war (whether declare r not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, urrection, military or usurped power, damage from aircraft, nuclear fission, acts of d, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecede d floods, fires not caused by Contractor's negligence and other such causes over ch the Contractor has no control and are accepted as such by the Engineer-in-Cha , whose decision shall be final and binding. In the event of either party being rend d unable by force Majeure to perform any obligation required to be performed by m under this contract, the relative obligation of the party affected by such Force I eure shall be treated as suspended for the period during which such Force Majeur ause lasts, provided the party alleging that it has been rendered unable as aforesa thereby shall notify within 10 days of the alleged beginning and ending ther giving full particulars and satisfactory evidence in support of such cause.

19.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in cordance with the provisions as under:

i) Neither party to the Contract shall be liable to the other in respect of ar oss or damage which may occur or arise out of "Force Majeure" to the Works any part thereof or to any material or article at site but not incorporated in t Works or to any person or anything or material whatsoever of either party pr ded such a loss or damage could not have been foreseen or avoided by a pru nt person and the either party shall bear losses and damages in respect of th respective men and materials. As such liability of either parties shall include ims/compensation of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause 19.2 (bove, the following provisions shall also have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in- arge proceed with the completion of the works under and in accordan with the Contract; and

(b) The Contractor shall, as may be directed in writing by the Engineer-in- arge, re-execute the works lost or damaged, remove from the site any bris and so much of the works as shall have been damaged and carry Employer's T&P, Equipment, Material etc, to the Employer's stores. Th ost of such re- execution of the works, removal of damaged works and rrying of Employer's store shall be ascertained in the same manner as deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good much of the loss or damage as has been by any failure on his part to perform his o gations under the Contract or not taking precautions to prevent loss or damage or nimize the amount of such loss or damage.

19.3 Should there be a request for extension of time arising out of "Force Majeure" the me shall be considered in accordance with clause 23.

20. SUSPENSION OF WORKS:

20.1 The Contractor shall on the order of the Engineer-in-charge suspend the progress the works or any part thereof for such time or times and in such manner as the En eer-in-Charge may consider necessary and shall during such suspension properly tect and secure the work so far as is necessary in the opinion of the Engineer-in-ch ge. If such suspension is:

(a) Provided for in the Contract, **or**

(b) necessary for the proper execution of the Works or by reason of wea er conditions or by some default on the part of the Contractor, **or**

(c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by h during the period of suspension of the works; but in the event of any susper n ordered by the Engineer-in-Charge for reasons other than aforementioned d when each such period of suspension exceeds 14 days, the Contractor sha e entitled to such extension of Time for Completion of the Works as the Eng er-in- Charge may consider proper having regard to the period or periods of h suspensions and to such compensation as the Engineer-in-Charge m

consider reasonable in respect of salaries or wages paid by the Contractor to
s employees during the periods of such suspension.

20.2 If the progress of works or any part thereof is suspended on the order of the Engi r-in-Charge for more than three months at a time the Contractor may serve a writt notice on the Engineer-in-Charge requiring permission within 15 days from the rec t thereof to proceed with the Works or that part thereof in regard to which progre s suspended and if such permission is not granted within that time the Contractor a further written notice so served may (but is not bound to) elect to treat the susp ion where it affects part only of the Works as an omission of such part or where it ects the whole of the Works as an abandonment of the Contract by the Employer.

21. FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT R REDUCTION IN SCOPE OF WORK:

21.1 If at any time after acceptance of the tender the Employer decides to abandon or duce the scope of the Works for reason whatsoever and hence does not require t whole or any part of the Works to be carried out, the Engineer-in-Charge shall give tice in writing to that effect to the Contractor, and the Contractor shall have no cla to any payment of compensation or otherwise whatsoever, on account of any prof r advantage which he might have derived from the execution of the works in full b which he could not derive in consequence of the fore-closure of the whole or part he Works.

21.2 The Contractor shall, if required by the Engineer-in-charge, furnish to him books c ccount, wage books, time sheets and other relevant documents as may be necess to enable him to certify the reasonable amount payable under this condition.

22. TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or t proprietor dies, or if the Contractor is a partnership concern and one of the par rs dies, then, unless the Engineer-in- Charge is satisfied that the legal represen ves of the individual Contractor or of the proprietor of the proprietary concern in the case of partnership, the surviving partners are capable of carrying out ar ompleting the contract, the Engineer-in-Charge shall be entitled to terminate t Contract as to its uncompleted part without the Employer being in any way liab o payment of any compensation whatsoever on any account to the estate of th eceased Contractor and/or to the surviving partners of the Contractor's firm on count of termination of the Contract. The decision of the Engineer-in- Charge th the legal representatives of the deceased Contractor or the surviving partners he Contractor's firm cannot carry out and complete the Works under the Contra shall be final and binding on the parties. In the event of such termination, the poration shall not hold the estate of the deceased Contractor and/or the survivi partners of the Contractors firm liable for damages for not completing the Cont t. Provided that the power of the Engineer-in-charge of such termination of con t shall be without prejudice to any other right or remedy, which shall have accr or shall accrue to him under the Contract.

23. TIME FOR COMPLETION AND EXTENSIONS:

23.1 Time for Completion allowed for execution of the Works is as specified in clause 3 of these conditions.

23.2 However, if the work is delayed on account of:

i) Delay in handing over of site to the Contractor; or
ii) Increase in the quantity of work to be done under the contract; or
iii) Suspension of work; or
iv) "Force Majeure" or
v) Any other cause which, in the opinion of the Engineer-in-Charge is bey d the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Cor ctor shall inform the Engineer-in-charge accordingly, but the Contractor shall r ertheless use constantly his best endeavours to prevent and/or make good th elay and shall do all that may be required in this regard. No extension in time account of rains shall be admissible. The Contractor shall request, in writing, fo xtension of time, to which he may consider himself eligible under the Contract thin fourteen days of the date of happening of any such events as indicated ab e.

Provided further that no monetary claims shall be admissible to the Contracto r such extension of Time for Completion except for reimbursement of cost of e nsion of bank guarantee for Security Deposit and Insurance Policy(ies). Provide urther that such extension is not caused by increase in Contract Price of Works

23.3 In any such case as may have arisen due to any of the events, as aforesaid, and ch shall be brought out by the Contractor in writing, the Engineer-in-Charge may g a fair and reasonable extension of Time for Completion, after taking into considera n the nature of the work delayed and practicability of its execution during the peri of extension. Provided in the event of non-receipt of a request for such extensions m the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole cretion and with due regard to the event, grant fair and reasonable extension of ti Suo motto.

Such extensions, if admissible, shall be communicated to the Contractor by the En eer-in-Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless t Contractor has;

a) within 14 days after such event has first arisen notified the Engineer ar
b) within 28 days or such other reasonable time as may be agreed by the gineer–in–charge detailed particulars of any extension of Time for Cor etion to which the Contractor may consider himself entitled.

24. COMPLETION CERTIFICATE:

24.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge a in accordance with the time mentioned in clause 3.0 and terms and conditions me oned in clause-23. As soon as the Works under the Contract is completed as a who the Contractor shall give notice of such completion to the Engineer-in-Charge. The gineer-in-Charge, within two weeks of receipt of such notice, shall inspect the wor nd shall satisfy himself that the Work(s) has been completed in accordance with t provisions of the Contract and then issue to the Contractor a certificate of complet indicating the date of completion. Should the Engineer-in-Charge notice that there e defects in the Works or the Works are not considered to be complete, he shall iss a notice in writing to the Contractor to rectify/replace the defective work or any pa hereof or complete the work, as the case may be, within such time as may be not d and after the Contractor has complied with as aforesaid and gives notice of com ion, the Engineer-in-Charge shall inspect the work and issue the completion certifi e in the same manner as aforesaid.

24.2 No certificate of completion shall be issued as stipulated under 24.1 above nor W be considered to be completed unless the Contractor shall have removed from th ork site and/or premises all his belongings/temporary arrangements brought/mad y him for the purpose of execution of the work and clean the site and/or premises all respects and made the whole of the site and or premises fit for immediate occu ion/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to com with the above mentioned requirements on or before the date of completion of the ork, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the C ractor, fulfil such requirements and remove/dispose off the Contractor's belonging emporary arrangements, as aforesaid, and the Contractor shall have no claim in t respect except for any sum realized by the sale of Contractor's belongings/tempor arrangements less the cost of fulfilling the said requirements and any other amou hat may be due from the Contractor. Should the expenditure on the aforesaid acc t exceed the amount realised by sale of such Contractor's belongings/temporary a ngements than the Contractor shall on demand, pay the amount of such excess e nditure.

25. PAYMENT ON ACCOUNT:

25.1 Running Account / Interim bills shall be submitted by the Contractor monthly on c efore the date fixed by the Engineer-in-Charge for the work executed. The Engine n-Charge shall then verify the bills with reference to the measurements recorded he measurement book(s).

25.2 Payment on account for amount admissible shall be made on the Engineer-in-Ch e certifying the sum to which the Contractor is considered entitled by way of inter payment for the work executed, after deducting therefrom the amounts already p the security deposit and such other amounts as may be withheld/deductible or re erable in terms of the Contract.

25.3 Payment of the Contractor's bills shall be made by the Employer within 30 days fr the date of submission of the bill subject to the acceptance of the Engineer-in- cha .

25.4 Any interim bills given relating to work done or materials delivered, may be modif or corrected by any subsequent interim bills or by the final bill. No certificate(s) o e Engineer-in-Charge supporting an interim payment shall itself be conclusive evi ce that any work or materials to which it relates is/are in accordance with the Co ct.

25.5 In case of disputed items for which payment has been withheld, the Engineer-in-c ge will intimate to the Contractor in writing the details of such disputed items. The ntractor shall submit in writing the clarifications / modifications in regard to these puted items to the Engineer-in-charge. After receipt of such clarifications / modific ons and acceptance thereof by the Engineer-in-charge payment on receipt of s disputed items shall be released within 30 days thereafter.

25.6 Statutory taxes like Income Tax, Work Contract Tax etc. as applicable in the State all be deducted from payment.

25.7 Subject to Sub clause 12.21 of Conditions of Contract, the EPF and ESI Contributio n the part of Employer in respect of this contract shall be paid by the Contractor. T se contributions on the part of Employer paid by the Contractor shall be reimburs by the Engineer-in-Charge to the Contractor on actual basis.

25.8 Further, the reimbursements are subject to Production of Contract Wise copy of se rate Challan Cum Return (ECR) for monthly payment of EPF & Online Challan Form r monthly payment of ESIC by the Contractor. However, during currency of the Co act the Contractor shall also comply and furnish the document in respect of statut returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in e Contract.

26. PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date ed for completion of the Work or of the date the Certificate of Completion furnis d by the Engineer-in-Charge. No further claim in this regard unless as specified rein under shall be entertained. Payment shall be made within 3 months, of the bmission of Final bill. If there shall be any dispute about any item or items of th ork then the undisputed item or items only shall be paid within the said period hree months. The Contractor shall submit a list of the disputed items within thi days from the disallowance thereof and if he fails to do so, his claim shall be med to have been fully waived and absolutely extinguished. Provided further t Employer shall not be liable to the Contractor for any matter or thing arising ou or in connection with the Contract or execution of the Works, unless the Contra r shall have included a claim in respect thereof in his Final Bill.

27. OVER PAYMENT AND UNDER PAYMENT:

27.1 Whenever any claim whatsoever for the payment of a sum of money to the Emplo r arises out of or under this Contract against the Contractor, the same may be ded ed by the Employer from any sum then due or which at any time thereafter may ome due to the Contractor under this Contract and failing that under any other co act with the Employer or from any other sum whatsoever due to the Contractor fro the Employer or from his security deposit, or he shall pay the claim on demand.

27.2 The Employer reserve the right to carry out post- payment audit and technical ex ination of the final bill including all supporting vouchers, abstracts, etc. The Emplo further reserves the right to enforce recovery of any overpayment when detected, twithstanding the fact that the amount of the final bill may be included by one of t parties as an item of dispute before an arbitrator appointed under clause 28.0 of t Contract and notwithstanding the fact that the amount of the final bill figures in t arbitration award.

27.3 If as a result of such audit and technical examination any overpayment is discove in respect of any work done by the Contractor or alleged to have been done by hir nder the Contract, it shall be recovered by the Employer from the Contractor by a or all of the methods prescribed above, and if any under-payment is discovered, t amount shall be duly paid to the Contractor by the Employer.

27.4 Provided that the aforesaid right of the Employer to adjust overpayments against ounts due to the Contractor under any other contract with the Employer shall not end beyond the period of two years from the date of payment of the final bill or in se the final bill is a MINUS bill, from the date the amount payable by the Contracto nder the MINUS final bill is communicated to the Contractor.

27.5 Any sum of money due and payable to the Contractor (including the security depo returnable to him) under the Contract may be withheld or retained by way of lien he Engineer-in-Charge or Employer against any claim of the Employer or such othe erson or persons in respect of payment of a sum of money arising out of or under a other contract made by the Contractor with the Engineer-in-Charge or Employer or th such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-Ch e or Employer will be kept withheld or retained as such by the Engineer-in-Charge Employer or till his claim arising out of in the same Contract or any other contract either mutually settled or determined by the arbitrator under Clause 28 hereof, or the competent court.

28. SETTLEMENT OF DISPUTES

28.1 Amicable Settlement

If any dispute arises between the Employer and the Contractor arising out o e Contract, whether during the execution of the Works or after their complet and whether before or after the repudiation or after termination of Contract, luding any disagreement by either Party with any action, inaction, opinion, ir uction, determination, certificate or valuation of the Employer, an attempt sl be made to resolve the matter in dispute amicably. However, the court at Bil er shall have the jurisdiction to adjudicate upon.

~~28.2 Arbitration~~

~~28.2.1 Except as otherwise provided in clause-28.1 above, hereinbefore, all questions, d ute or difference in respect of which the decision has not been final and conclusive ising between the Contractor and the Employer, in relation to or in connection with e Contract shall be referred for arbitration in the manner provided as under:~~

~~28.2.2 Any dispute or difference what so ever arise between the Parties and of or relatin o the construction, interpretation, application, meaning, scope, operation /or effec this Contract or validity of the breach thereof, shall after written notice by either P y to the other be referred for arbitration to the Arbitration Institution in accordanc ith the rules of arbitration of the Arbitration Institution. Such dispute or difference ll be settled in accordance with the Arbitration and Conciliation Act, 1996.~~

~~Name of Arbitration Institution are~~

- ~~**Scope Forum of Conciliation and Arbitration (SFCA)- New Delhi**~~
- ~~**Indian Council of Arbitration (ICA),New Delhi**~~
- ~~**International Centre for Alternate Dispute Resolution(ICADR), w Delhi**~~
- ~~**Construction Industry Arbitration Council(CIAC), New Delhi**~~
- ~~**Delhi High Court Arbitration Centre (DAC), Delhi High Court Ca pus, New Delhi**~~
- ~~**ASSOCHAM International Council of Alternate Dispute Resoluti (AICADR), New Delhi**~~

~~28.2.3 It is a term of the Contract that the Party invoking arbitration shall specify all disp es to be referred to arbitration at the time of invocation of arbitration and not ther ter.~~

~~28.2.4 Notwithstanding any reference to the Arbitration herein,~~

~~1. the Parties shall continue to perform their respective obligations under~~

~~e Contract unless they otherwise agree~~
~~2. the Employer shall pay to the Contractor any moneys due to the Contra~~
~~or.~~

~~In case of contract with another Public Sector Enterprises and Ce al Govt. Department (s), the above said clauses 28.2.1 to 28.2.4 s ll stand deleted and the following Arbitration clause shall be appl ble:-~~

~~i All questions, disputes or differences whatsoever arising between the partie nd of or relating to the construction, interpretation, application, meaning, scope, o ation or effect of this contract or the validity or the breach thereof, shall be referre o arbitration in the manner provided as under:~~

~~In the event of any dispute or difference relating to the interpretation and plication of the provisions of the contracts, such dispute or difference sh be referred by either party for Arbitration to the Sole Arbitrator in the De rtment of Public Enterprises to be nominated by the Secretary to the Go rnment of India in-charge of the Department of Public Enterprises. The A tration and Conciliation Act, 1996 and The Arbitration and Conciliation A 2015 shall not be applicable to arbitration under this clause. The award the Arbitrator shall be binding upon the parties to the dispute provided, wever, any party aggrieved by such award may make a further referenc or setting aside or revision of the award to the Law-Secretary, Departme of Legal Affairs, Ministry of Law & Justice, Government of India. Upon su reference the dispute shall be decided by the Law-Secretary, whose de on shall bind the Parties finally and conclusively. The Parties to the dispu will share equally the cost of arbitration as intimated by the Arbitrator.~~

~~ii) Both the Employer and Contractor (CPSE / Government Department) shall re the existing dispute(s) to the Arbitrator at the earliest and not later than two mont of arising of dispute.~~

~~iii) After entering upon the reference, the Arbitrator will call for the papers, co ents / statements from the parties and will hear the parties in person as and when deems necessary. The arbitrator shall ordinarily fix the meeting in Delhi unless, fo asons to be recorded in writing, he decides otherwise. No outside lawyers shall be owed to appear on behalf of the parties to argue their cases before the Arbitrator the parties can take the help of their own full time Law officers. (Subject to aforesa the Arbitrator, and the Law-Secretary will determine the procedure as the case m be).~~

~~iii) The arbitrator shall make a speaking award.~~

~~iv) The work under this Contract shall continue during Arbitration proceedings d no payments due from or payment by the Corporation shall be withheld on acco of such proceedings except to the extent which may be in dispute.~~

~~Note: This provision is applicable to disputes with Central PSUs / Departm s only and in case SLPE (State Level Public Enterprises) agrees for arbit on by PMA (Permanent Machinery of Arbitrators) for settling their disput this provision can be applied.~~

~~28.3 However, any issue or matter relating to tendering stage including negotiations (ny) at that stage which has been mutually agreed and incorporated in the Contra hall not be subject to amicable settlement or arbitration.~~

~~28.4 No interest shall be payable by the Employer on the disputed/ claimed amount fo~~

~~e period up to determination and notification of the award by Arbitration Institution~~

29. General:

The Employer reserves to itself the right to take over the part or full contract fr the Contractor after the award of the Contract or during the execution of Contra without assigning any reason.

30. Training Of Apprentices

~~The Contractor shall, during the currency of the Contract, engage and also ensu engagement by his Sub-contractor and other employed by the Contractor in co ection with the Works, such number of apprentices and in such categories for s periods as may be required under the Apprenticeship Act 1961 as amended in 14 and he shall be responsible for all obligations of the Employer under the afo aid Act, including the liability to make payment to Apprentices as required unde he Act.~~

31. Employment of Skilled / Semi-skilled workers

The Contractor shall, at all stages of work, deploy skilled / semi-skilled tradesm who are qualified and possess certificate in particular trade from CPWD Trainin nstitute / Industrial Training Institute / National Institute of Construction Manag ent and Research (NICMAR) / National Academy of Construction, CIDC or any si ar reputed and recognized Institute managed / certified by State / Central Gove ment. The number of such qualified tradesmen shall not be less than 20% of to skilled / semi-skilled workers required in each trade at any stage of work.

The Contractor shall submit number of man days required in respect of each t e, it’s scheduling and the list of qualified tradesmen along with requisite certifi e from recognized Institute to Engineer-in-Charge for approval. Notwithstandin uch approval, if the tradesmen are found to have inadequate skill to execute t work of respective trade, the Contractor shall substitute such tradesmen within o days of written notice from Engineer-in-Charge. Failure on the part of Contrac to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesm will attract a compensation to be paid by Contractor at the rate of ` 100 per suc radesmen per day. Decision of Engineer-in-Charge as to whether particular trac men possess requisite skill and amount of compensation in case of default sha e final and binding.

Provided always, that the provisions of this clause, shall not be applicable for w s with estimated cost put to tender less than 5 crores.

~~32. Any liability of GST arising out of forfeiture of EMD shall be borne by the Contr or.~~

****

PERFORMANCE GUARANTEE FORM

Bank Guarantee

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

Bank Guarantee No. ....
Date ....''.

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the ....*[Employer's Name]* .... (hereinafter referred to as the

'Employer' which expression shall unless repugnant to the context or meaning t eof, 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 repugn t to the context or meaning thereof, include its successors administrators, exec rs 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 Contracto aving agreed to provide a Contract Performance Guarantee for the faithful perfo ance of the entire Contract equivalent to ''(*)'''.. of the said value of the aforesa 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 successo administrators, executors and assigns) do hereby guarantee and undertake to p the Employer, on demand any and all monies payable by the Contractor to the ent of .... (*) .... as aforesaid at any time upto .... (@) .... *days/month/year]* without any demur, reservation, contest, recourse or protest a /or without any reference to the Contractor. Any such demand made by t Employer on the Bank shall be conclusive and binding notwithstanding any diffe ce between the Employer and the Contractor or any dispute pending before any urt, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revok this guarantee during its currency without previous consent of the Employer and rther agrees that the guarantees herein contained shall continue to be enforcea till the Employer discharges this guarantee or till ''''*[days/month/year]* whichev s earlier.

The Employer shall have the fullest liberty, without affecting in any way the liab of the Bank under this guarantee, from time to time to extend the time for perforr nce of the Contract by the Contractor. The Employer shall have the fullest libert without affecting this guarantee, to postpone from time to time the exercise of y powers vested in them or of any right which they might have against the Cont ctor, and to exercise the same at any time in any manner, and either to enforce to forbear to enforce any covenants, contained or implied, in the Contract betw n the Employer and the Contractor or any other course or remedy or security av able to the Employer. The Bank shall not be released of its obligations under the presents by any exercise by the Employer of its liberty with reference to the ma rs aforesaid or any of them or by reason of any other act or forbearance or othe cts of omission or commission on the part of the Employer or any other indulger shown by the Employer or by any other matter or thing whatsoever which under w 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 dit limit of M/s …………………….(Name of the Contractor and also agrees that th mployer at its option shall be entitled to enforce this Guarantee against the Ban s a principal debtor, in the first instance without proceeding against the Contrac and notwithstanding any security or other guarantee the Employer may have in ation 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 th Bank Guarantee only and only if Employer serve upon Bank a written claim or der nd on or before '''''..@'''''..

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

WITNESS	**Signed for and on behalf of the Bank**
1.	....
(Signature)	(Signature)
....	....
(Name)	(Name)
....	....
(Official Address)	(Designation with Bank Stamp) Staff No. Full Address of Bank with Tel., Fax. No.

2\. ....
(Signature)

....
(Name)

....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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

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

2. The stamp papers of appropriate value shall be purchased in the na
of guarantee issuing Bank.

3. Vendor’s stamp with full details i.e. name of the Employer in whose
our for which this stamp paper has been purchased, should be invar
le mentioned on the back side of the stamp paper.

4. Bank Guarantee is required to be submitted directly to the Employe
y the issuing bank (on Behalf of the Contractor) under the registere
ost (A.D.). The Contractor can submit an advance copy of Bank Gua
tee to the Employer. However, in case of exceptional circumstance
here efficient postal services are not in force, the Bank Guarantee n
be submitted by the Contractor directly to the Employer and the iss
g Bank shall submit an unstamped duplicate copy of Bank Guaran
directly under the registered post (A.D.) to the Employer, with a for
ding letter.

Annexure-B of G

AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value

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

(1) NHPC Ltd., a corporation incorporated under the laws of INDIA and havin s Registered Office at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003, H YANA (hereinafter called “the Employer”), and which expression shall include its mitted successors and assigns.

and

(2) M/s ''''''''.. and having registered office at ''''

'''''''' (herein after referred to as “The Contractor”) which expression shall clude the permitted successors and assigns.

“WHEREAS the Employer is desirous of ''''''''.. and have invited enquiry vide '''''''''. for the purpose of the said work.

AND WHEREAS the Contractor has submitted its tender AND WHEREAS the Emp er has accepted the tender of the Contractor for execution of the said work upor e terms and subject to the conditions herein after mentioned below in the agre ent.

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

i) Letter of Award

ii) Special Conditions of Contract

iii) General Conditions of Contract

iv) Any other documents forming part of the Contract

In the event of any ambiguity or conflict between the Contract Documents liste bove, the order of precedence shall be the order in which the Contract Documer are listed above.

AND WHEREAS the Employer has accepted the tender of the Contractor and the ecution of the said work for the sums as per Schedule of Quantities & Prices cor ned in the Section-I upon the terms and subject to the conditions hereinafter me oned and more particularly described in Section I to IV respectively which shall m integral part of this Contract (hereinafter to be collectively referred to as 'Cor ct Documents').
NOW THESE PRESENT WITNESS AND the parties hereto hereby agree and decla as follows:

That is to say, in consideration of the payments to be made to the Contractor by e Employer as hereinafter mentioned, the Contractor shall duly provide the plai or the said works and shall do and perform all other works and things in the con ct mentioned or described which are implied there from or herein respectively may be reasonably necessary for the completion of the said work within and at times and in the manner and subject to the terms & conditions and stipulations ntioned in the said contract document.

AND in consideration of the due provision and satisfactory supply, Installation, mmissioning and completion of the said supply thereof as aforesaid, the Employ will pay to the Contractor the sums as per the Schedule of Prices contained in Se on-I or such other as may become payable to the Contractor under the provisio of this Contract, such payment to be made in time and in such manner as is pro ed by the Contract.

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

(For and on behalf of the Contractor) (For and on behalf of the Employe r)

In the presence of In the presence of

1. 1.

****

Annexure-

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 'Employ 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 expressi shall unless repugnant to the context or meaning thereof, include its successors, administrato executors and assigns), a Contract by issue of Employer's Letter of Acceptance No dated anc e same having been acknowledged by the contractor,
for [Contract sum in figures and words] for [Name of the work] and the Contractor having a ed to provide a Contract Performance Guarantee for the faithful performance of the entire Co act 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 Off at (hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the con t or meaning thereof, include its successors, administrators, executors and assigns) do hereb uarantee and undertake to pay the Employer, on demand any and all monies payable by the ntractor to the extent of (*) as aforesaid at any
time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protes nd/or without any reference to the Contractor. Any such demand made by the Employer on th nsurance 'Company shall be conclusive and binding notwithstanding any difference between Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or y other authority. The Surety undertakes not to revoke this guarantee during its currency witl t previous consent of the Employer and further agrees that the guarantees herein contained s

ll continue to be enforceable till the Employer discharges this guarantee or till (+) [days/mor year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of theIns nce Company under this guarantee, from time to time to extend the time for performance of Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this rantee, to postpone from time to time the exercise of any powers vested in them or of any ri which they might have against the Contractor, and to exercise the same at any time in any r ner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the ntract between the Employer and the Contractor or any other course or remedy or security a able to the Employer. The Insurance Company shall not be released of its obligations under th presents by any exercise by the Employer of its liberty with reference to the matters aforesai any of them or by reason of any other act or forbearance or other acts of omission or commi n on the part of the Employer or any other indulgence shown by the Employer or by any othe atter or thing whatsoever which under the law would, but for this provision have the effect of eving the Insurance Company.
The Surety declares that this Insurance Surety Bond is issued by the (Name of Insuranc ompany) as per the applicable rules and regulations of Insurance Regulatory Development Au rity of India (IRDAI) and also agrees that the Employer at its option shall be entitled to enforc is Guarantee against the Insurance Company as a principal debtor, in the first instance witho roceeding against the Contractor and notwithstanding any security or other guarantee the E oyer 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 onor b fore(@)

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

(Signature).

(Name) ______________________

WITNESS

(Signature)

(Name) ___________________________

SECTION– III

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION– III: SPECIAL CONDITIONS OF CONTRACT (SCC)

Name of work: - Hiring of manpower from outsource for running and r ntenance of Office cum Field Hostel building of 300 MW Solar Power F ject, Bikaner.

A. Brief description of work:

1. **Duration of Work:** 02 years (24 Months) (From date of commencement of v

k)

2. The manpower engaged by the contractor should meet t qualification/ experience criteria as per below: -

Name of Profile	Quantity (in nos.)	Skill Category	Qualification / Experience Criteria
Cook	2	Semi-Skilled	Must be proficient in cooking of Tea-Breakfast, Lunch & Dinner etc.
Office Boy / Attendant	1	Semi-Skilled	10th Pass
Helper	1	Un-Skilled	NIL
Total Nos. of Manpower	**4**		

3. **Contractor has to provide Identity Cards to the all work force engag for the work. Any** workman of the contractor deployed in the premises will r be allowed without Identity Cards.

4. **Location:** The site is located at C-181-A, Karni Nagar, Bikaner, Rajasthan – 3 001.

5. **The minimum manpower** requirement for the above work is as per Condit s of Contract.

6. **The manpower deployed** by the contractor shall not in any case be affect by alcohol or any stimulant while performing his duties. If any workmen found ected by alcohol or reported any misbehavior at site, such workmen shall be r aced within 03 days after intimation by the Engineer-in-charge.

   · The above-mentioned calculated manpower is inclusive of the mobilizati time, demobilization time and idling time of the activity.

   · Each of the manpower will be engaged for 08 (eight) hours actual worki duty.

   · The contractor / firm will have to deploy minimum of 04 Personnel. The c tractor will execute the work up to the entire satisfaction of Engineer-in-C ge.

   · The supervisor shall be appointed by the contractor to control the man p er deployed by him and to ensure effective supervision.

   · All T&P/ Inventory either pertains to NHPC or his own shall be cleaned a maintained by the contractor.

   · The monthly wage and other components**:** The uniform wages, financial nefits & higher wages than the Minimum Wages shall be applicable to Co

act worker engaged by Contractors in Running & Maintenance / Service C
tracts of the establishments of NHPC. The details of the Wage Componen
enefits, General Term & Conditions are elaborated at subsequent paras.

7. **Attendance register** shall be maintained by the contractor for all the emp ees working under him against above contract. Contractor should show those ails to EIC Representative every morning. Unauthorized absent of deployed ma ower will be taken seriously.

8. **The contractor** must obtain Employee compensation policy for labor before ployment for execution of work. The contractor must comply with all the requi labor laws at all the times.

9. In case ESI is not applicable then amount @3.25% of total wages (Basic+VD Allowance, restricted to ₹ 21000) or actual amount paid on account of medical urance and workmen compensation policy whichever is less, shall be reimburs against submission of documentary evidence.

10. **If a worker** is sustained with any injury (minor/ major) while on job, the cont tor shall bear all the expenses towards medical treatment & compensation wi ut any extra cost to NHPC. The Mediclaim insurance will be provided by the cc actor as per ESI/Mediclaim policy.

11. **The workman** to be engaged shall be exclusively on rolls of contractor. The hall have no right in any way for direct or indirect employment in NHPC Limite During the currency of contract and after its expiry/ termination, no employee he contractor who has ever worked under this contract will have no right for di t or indirect employment of NHPC Limited.

12. **Any damages** to the installation/ building during this contract period due to relessness of engaged workers shall be the responsibility of the contractor and all be replaced / rectified by the contractor without any extra cost of NHPC Lin d. Any accident or damage during maintenance/ operation will be the responsi y of the contractor and NHPC Limited will not be liable for any claim, compensa n, penalty etc. on this account.

13. **Contractor shall disburse the payment** preferably through bank on or be e 07th of each month (i.e. next to preceding month). Contractor has to submit proof of the wage disbursal along with proof of EPF payment and attendance le er in the office of Engineer-in-charge to get payment of billing month, a penalt Rs. 500.00 per day (non-refundable) shall be levied for the default period and same shall deducted from the next bill due to the Contractor subject to maxim of Rs. 3000.00 per month.

14. **Time of Completion:** 24 months.

15. Defect liability period for work is NIL.

16. Detail of each contract labour engaged by the contractor shall be uploaded l st by 10th of every month by the concern contractor through his login ID in CLI portal in NHPC website. For payment of running account/ final bill updation of c cern month's CLPM data is mandatory in CLPM portal.

17. **Any GST Liability** on account of Liquidated damages shall be borne by the ntractor.

18. In case of any conflict or inconsistency between Terms & Conditions of GeM F al and Terms & Conditions mentioned in Tender Documents, provisions of Term & Conditions contained in Tender documents shall prevail.

19. Tendering Mode: Custom Bid, due to non-availability of such type of work i eM.

_

SCOPE OF WORK

_

Name of Work: Hiring of manpower from outsource for running and mai nance of Office cum Field Hostel of 300 MW Solar Power Pro t, Bikaner.

Scope of Work for Running and Maintenance of mess of Office cum Field stel including its cleaning and keeping it in hygienic condition:

A. Scope of Work for up keeping of toilets, offices and surrounding area f residential building and non- residential

S. No.	Activity	Frequency
1	Cleaning and mopping (with Phenyl solution) of all rooms, veranda and corridor of Office & Field Hostel.	Daily
2	Thorough dusting / moping of all furniture items (all surfaces including drawers of study table, dressing table, side table, beds and any other cabinets with drawers) as the case may be along with telephones / TV, Table lamp in each room.	Daily
3	Making of beds after guest leaves room, Bed sheet and bed covers of all beds in all rooms to be dusted outside the rooms and re-laid.	Routine
4	Clean dust bin & Dust foot mats of each room	Daily
5	Clean & refill water jugs and replace tumblers in all rooms	Daily
6	Sweeping of surrounding area and stairs of Office & Field Hostel	Daily
7	Dusting of office tables, computers etc. in office	Daily

8	Cleaning WC, wash basin, buckets and mugs (WC seat) in each room (including exposed water pipes, taps , Valves and other sanitary fittings) with harpic, detergent & acid etc.	Daily
9	Replace all towels if dirty during the stay of guest one time in two days or after departure of guest	Routine
10	Clean toilets, wall tiles, shower, curtain (wherever provided), doors and windows (inside as well as outside of all rooms)	Daily
11	Mop all mirror & glasses with old and slightly wet newspaper with colin to remove all stains and other dirt on them in each room & Dining hall.	Daily
12	Wipe / Clean all electrical fittings (ACs, Geysers, Fan, Tube light etc. other light fittings, their shades switch boards, switches exposed wire etc.	Routine
13	Dry clean / washing of all dirty towels, bed sheets, bed cover, sofa cover, curtains etc.	Routine
14	Maintain office furniture arrangement.	Daily
15	Maintain file record and paper filing work	Routine
16	Serving service provide for office guest	Daily

B.

S. No.	**Activity**	**Frequency**
1	Cleaning /Mopping of all platform, kitchen sink, utensil, gas stove, cooking range etc. and keep them dry.	Daily
2	Cupboards/ Cabinets to be cleaned and wiped dry.	Weekly
3	Store all dry ration items in cleaned and wiped containers.	Routine

4	Vegetables and fruits to be washed, dabbed, and then properly stored in the refrigerator. Dry vegetables i.e. potato, garlic, onion etc. shall be stored in dry area.	Routine
5	Store and dispose off of all kind of garbage.	Routine
6	Cooking all kind of food and serving to the designated / desired area	Routine
7	Taking care of all the cooking items, water filters, electric/ electronic appliances etc.	Routine
8	Use clean cloth for wiping utensils and crockery. These clothes to be washed daily. As such two sets shall be used.	Routine
9	For cook and cleaning use separate clothes and these should also be washed daily. As such two sets shall be used.	Routine

Note: Above scope of work is illustrative only. The work shall be executed as per d ction of Engineer-in-Charge.

C. The monthly wage and other components shall be as follows:

(a) Basic plus VDA as notified by central government time to time. VDA is ised twice in Financial Year i.e. on 01st April and 1st October.

(b) EPS @ 8.33% & EPF @3.67% of Basic + VDA restricted on wage ₹15,00 (wage as revised in EPF Act, 1952/ Scheme time to time).

(c) EDLI at the rate 0.5% of Basic + VDA restricted to ₹15,000/-

(d) Admin charges at the rate 0.5% of Basic + VDA restricted to ₹15,000/-

(e) Employee Compensation Insurance Premium at the rate 1.05% of Wag or ESI @ 3.25% of Wage restricted to ₹21,000/- wage as applicable / revis time to time.

(f) Bonus at the rate 8.33% of (Basic + VDA) calculated on ₹7000/- or Mini m Wage, whichever is higher, subject to wage ceiling of ₹21,000 as per s ute.

(g) Leave component at the rate 5% of (Basic + VDA) applicable to contra having validity of 240 days or more (@ 12 days on 240 days considering ntinuous service of one year as defined under the relevant statutes).

(h) Gratuity at the rate 4.82% of (Basic + VDA) applicable for contracts ha g validity of 240 days or more.

(i) As the contract workers are also required to work on the Natio Holidays a component in this respect is added at the rate 0.96% of Basic VDA

(j) Conveyance @ ₹500/- PM.

(k) If retrenched or terminated from the services; Retrenchment Benefits a er the actuals prescribed under the statute at the rate of wage for 15 day or each completed year of service and part thereof in excess of 6 month, contracts having validity of 240 days or more. This has not been made c ponent under the proposed wage as it is applied on the termination of ser es.

D. General Terms and Conditions for above are as follows:

(a) Over Head Charges including Contractor Profit upto 10% on Basic + VD estricted to wage ceiling of ₹. 15000/- (as notified in EPF Act, 1952 / Sche).

(b) For Annual Contract 312 Days (26 x 12) is to be considered as man-day or each contract workers.

(c) In case of Central Government Notification, escalation in Minimum Wag ime to time and accordingly change in EPF Contribution, EDLI, EC / ESI, Bo s, Leave, Gratuity, Retrenchment Benefits etc the same shall be reimburs .

(d) In case of any new notification or change in legislation by the Central G ernment from time to time, the same would be included in preparation of timate. In case of specific nature of job by way of statutory requirement o y way of requirement like Safety etc., the same may be considered from c e-to-case basis.

(e) In case (Basic + VDA) are more than Rs. 15000/-; EPF & EDLI compone oading will be restricted on ₹. 15000/- only.

(f) Bonus will be calculated on ₹. 7000/- or Minimum Wage, whichever is h er, subject to maximum ceiling of wage for Bonus ₹. 21000/-.

(g) Reimbursement towards PMJJBY @ ₹. 330/- (as applicable time to time) be made on submission of supporting documents by the contracting Age es. Taking PMJJBY in respect of all deployed contract workers is mandator

(h) GST as applicable may be additional.

(i) In case contract period is less than 240 days, national holidays @ 0.32 each NH to be taken. Leave benefit, retrenchment benefit to be excluded such cases.

(j) The Contract Period will be for a fixed period of 02 (Two) yea extendable by 01 (one) year on existing rates (subject to conditions state ereinabove), terms and conditions.

(k) A lump sum amount of Rs. 3500 per head per annum will be reimburse gainst suitable documents to the service provider towards Uniform / Liver (Tentative break-up as under).

Sr. No.	Items	Quantity	Tentative Amount (in ₹)

1	Saree/ salwar suit (for female) Pant & Shirt (for male / female)	Two Pairs	1500.00
2	Shoes & Socks	One Pair	900.00
3	Sweater/Jackets / Coat	One	600.00
4	Rain Coat	One	500.00
	Total		**3500.00**

All the above wages/benefits, components and General terms and conditions h also been kept in consideration in estimated cost of the work of Rs. 32,45,242 Inclusive of GST).

E. Administration and mechanism to ensure discipline at work place:

(a) All the Contract Labour / Workers engaged by the contractor under R & / Service contracts in an establishment of NHPC shall enter into an agree nt / settlement with the respective Contractors; before the contractor ent nto the contract / agreement with the NHPC limited for execution of the a rded work; that they are accepting the wages, rate, terms & conditions c HPC. They also undertake that they will not resort to any strike, unfair lab r practices or otherwise to unproductive/ hamper / sabotage / slow down . the activity / work / services of the company/ projects / power stations / ts.

(b) The copy of the said Agreement shall be witnessed by two independent tnesses in presence of duly authorized representative of establishment c HPC Limited. A copy of which shall be sent to concerned labour authoritie or registering the same in records.

~~(c) Bio-Metric attendance marking system shall be brought into place for p ect level / centralized real time monitoring of absentees of the contract la ur for security / safety reasons or otherwise.~~

(d) The contract labour above the age of 60 years shall not be engaged by e contractor.

F. Detailed requirement of qualification and experience for Man Power :

Sr. No.	Description	Qualification
1	Cooks (Semi-Skilled) – 02 Nos.	Must be proficient in cooking of Tea-Breakfast, Lunch & Dinner etc.
2	Office Boy/Attendant (Semi-Skilled) – 01 No.	10th Pass

3	Helper-01 No. (Un Skilled)	Nil

1. COMPENSATION:

a. The Contractor shall ensure timely attending of complaints, rectification of fau within reasonable time period or the period specified by the Engineer-in-char in case of emergency. Any delay on account of Contractor/ service personnel, gligence will result as imposing of *Compensation @ 0.035% (of the total contr value with GST) - per day, Subject to Maximum 10% of* <u>*total contract value*</u> *w GST and the same shall be recoverable from the bill.*

b. The Contractor shall provide the minimum staff (as per Scope of Work/ SCC) f the work otherwise recovery shall be made from the monthly bills at the rate 00.00 per day per head.

c. If the contractor fails to make payment to the workers employed by him befo 7th of succeeding months, a LD @Rs. 500/- per day maximum upto 5% of the bill will be recoverable from the monthly bills.

-SD-

Signature of Bidder — Senior Manager (E),

300 MW Bikaner Solar Power Project, Bika

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SECTION – IV

SCHEDULE OF QUANTITIES & PRICES

Section IV

Schedule of Quantities & Prices

Sr. No.	Item Description	Unit	Quantity	Total Amount including GST @18%
1	2	3	4	5
1	**Hiring of manpower from outsource for running and maintenance of Office cum Field Hostel of 300 MW Solar Power Project, Bikaner.**	Month	24	**To be quoted online for total Contract Price (Inclusive of GST) & not to be uploaded with Technical bid.**

Note: -

1. The bidder has to quote for **Total Contract Price (Inclusive of GST)** only ag st the estimated price i.e. **Rs.32,45,242**/- and **not for the individual items.** wever, on demand bidder shall provide item-wise price breakup for his total qu d rates with respect to the items mentioned above.

2. The minimum floor price has been set for this work is **Rs.31,39,696/-** (Inclusi of GST) which comprises the following:

Calculation for Floor Price

Name of Work: Hiring of manpower from outsource for R&M of Office cum Field Hostel building of 300 MW Bikaner Solar Power Project, Bikaner, Rajasthan

BOQ Item No.	Description	Qty	Unit	Rate	Amount (Rs)	Remarks
1	Providing R&M services for Field Hostel cum Office of 300M Bikaner Solar Power Project: **Basic + VDA, EPF Contribution, EDLI, Admin Charges, ESIC Premium**	24.0	Month	89301.42	2143234.08	Fixed
2	Other benefits i.e. **Bonus, Leave, Gratuity, National Holidays, Conveyance**	24.0	Month	17084.67	410032.07	Fixed
3	**GeM Service Charge (3% Profit plus 0.85% transaction charges) on (Basic +VDA) restricted to present wages ceiling of Rs. 15000/-**	24.0	Month	2310.00	55440.00	Fixed
A	**Total (A)=(Item No.1 to Item No.3)**				2608706.15	
B	Add Cess @1% on (A)				26087.06	
C	Total C=Total(A+B)				2634793.21	
D	**Add GST@18% on C**				474262.78	
4	PMJJBY @ ₹ 330/- per worker per annum (reimbursement)	2.0	Year	1320.00	2640.00	Fixed

5	Liveries @3500	2.0	Year	14000.00	28000.00	Fixed
E	**Total E = Total (C + D + 4 + 5)**				3139695.99	
	Say Rs.				**3139696.00**	

3. **The quoted amount shall not be less than the minimum floor price of I 31,39,696/- (Inclusive of GST).**

-SD-

Senior Manager (E)
300 MW Solar Power Proj t,

Bikaner

19. **Buyer Added Bid Specific SLA**

    File Attachment Click here to view the file .

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievan pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as nu & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any pri notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Sing Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experienc

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

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 201 the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 202 and the Code on Social Security, 2020 as and when notified and brought into force by the Government India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimur 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. and relevant State Rules) shall contin to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. an any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-complia shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Lev Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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 भार 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 प्राधिका 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 पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restr 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 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-complia this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---