

**NHDC Ltd.**  
(A Joint venture of NHPC Ltd. & Govt. of M.P.)

OSP:F:C&P:01



**TENDER DOCUMENT**

**For**

**Supply of Analog Input Cards & Scalance IE Switch  
(Managed Modular Switch) for Automation System at  
Omkareshwar Power Station.**

**OMKARESHWAR POWER STATION**

OSP: F: C&P: 01



### TENDER FORM

NAME OF WORK	Supply of Analog Input Cards & Scalance IE Switch (Managed Modular Switch) for Automation System at Omkareshwar Power Station.	
Estimated Cost	Rs. 72.78 Lakh (including GST)	
Earnest Money	<b>Rs. 1,46,000 /-</b> EMD to be deposited in the shape of Demand Draft / Bankers Cheque	
Place of Receiving of Tender	Office of Dy. General Manager (C&P) Omkareshwar Power Station, Administrative Block, "URJA VIHAR", Siddhwarkut Distt – Khandwa, 450 554 (MP)	
No. & Date of Issue of Tender Document.	NHDC/3/C/1070/NIT-700/24/358	
	Dated:	08.02.2024
Name of the Agency to whom issued		

**Dy.General Manager (C),  
(C&P Division)  
Omkareshwar Power Station**

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER ONLINE IN COVER -1**  
**(TECHNO-COMMERCIAL BID)**

S. N.	Document to be submitted	Yes/No, if no reason for not submitting
1.	Scanned copy of <b>DD/BC/Pay Order or duly filled 'Annexure-X' in case of NEFT/RTGS</b> towards Tender fee (Non- refundable) of <b>Rs. 1180/-</b> inclusive of GST	
2.	Scanned copy of DD/ BC/ BG of Earnest money Deposit of <b>Rs. 1,46,000/-</b>	
3.	In case of MSE firm scanned copy of Notarized valid exemption certificate towards exemption of tender Fee and EMD.	
4.	Scanned copy of PAN and GSTIN Registration Certificate.	
5.	Scanned copies of Work Order/supply order and other documents in support of completion viz – Tax invoice / completion certificate along with TDS Certificate	
6.	Scanned copy of Authorized dealership certificate	
7.	Scanned copies of Profit & loss Accounts and Balance sheet or Certificates by CA for last three financial years in fulfillment of Eligibility Criteria.	
8.	Power of attorney regarding authorizing the person to sign and submit the bid, if tender submitted by Ltd. Co. or Ltd. Corporation.	
9.	Duly filled and signed Pre-Contract Integrity Pact on plain paper (ITB clause no. 13)	
10.	<del>Duly Signed &amp; Stamped Copy of Scope of Work, Annexure-V</del>	
11.	Duly filled ,Signed & Stamped Copy of Technical Specifications, Annexure-II {A} & {B}	
12.	Duly filled , Signed & Stamped copy of Forms-1 to 13 of section- V	

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER OFFLINE ON OR BEFORE DATED: 06.03.2024, 15:00 HRS. IN THE OFFICE OF Dy. GENERAL MANAGER (C&P), OMKARESHWAR POWER STATION, SIDDHWARKUT.**

S. N.	Document to be submitted	Yes/No, if no reason for not submitting
1.	Original DD/ BC/ BG towards EMD / Notarized copy of valid MSE registration certificate towards exemption of EMD	
2.	Original <b>DD/BC/Pay Order or duly filled 'Annexure-X' in case of NEFT/RTGS</b> towards Tender Fee / Notarized copy of valid exemption <b>Certificate</b> towards exemption of Tender Fee as per ITB of tender document.	
<ul style="list-style-type: none"> <li>• <b>Original DDs/BCs/Pay Order or duly filled 'Annexure-X' in case of NEFT/RTGS towards Tender Fee and Original DD/ BC/ BG towards EMD or notarized copy of valid Micro and Small Enterprise having Udyam Registration Certificate and Start up Certificate for only EMD should be submitted in the office of the Tender Inviting Authority on or before the End date of "Offline submission of tender fee and EMD or Notarized copy of Udyam/ Start up registration certificate", failing which the tender shall be summarily rejected.</b></li> </ul>		

**Note:** Bid documents & Annexure to be submitted in cover one (01) should be signed by the person authorized to submit the bid and should duly stamp by the firm official seal.

**Signature of Authorized Representative of Bidder)**

**Stamp of the Firm**

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**SECTION - I**

**NOTICE INVITING TENDER**

**OMKARESHWAR POWER STATION**



एन एच डी सी लिमिटेड

(एनएचपीसी लिमिटेड एवं मध्यप्रदेश शासन का संयुक्त उद्यम)

**NHDC Limited**

(A Joint Venture of NHPC Limited & Government of M.P.)

NHDC/3/C/1070/NIT-700/24/358

Date: 08.02.2024

**NOTICE INVITING E-TENDER**

**(GLOBAL TWO STAGE BIDDING)**

Online electronic bids (e-tenders) under two cover systems are invited on behalf of NHDC Limited from domestic bidders registered in India for **"Supply of Analog Input Cards & Scalance IE Switch (Managed Modular Switch) for Automation System at Omkareshwar Power Station"**.

The details of procurement are available in the tender document which can be downloaded from website [www.nhdclindia.com](http://www.nhdclindia.com) and Central Public Procurement (CPP) Portal [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and the bid is to be submitted online only on [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) upto last date and time of submission of tender. Sale of physical tender document is not applicable.

**1.0 Brief Details of Tender:**

S. No.	Item	Description
i	Estimated cost of the Work	Approx. <b>Rs.72.78 Lakh</b> (Including GST )
ii	EMD (Bid security)	<b>Rs. 1,46,000 /-</b> EMD to be deposited in the shape of Demand Draft / Bankers Cheque/ BG.
iii	Completion period	20 Weeks
iv	Tender document fees (Non-Refundable)	<b>Rs. 1180/- (Rupees One Thousand One hundred &amp; Eighty only)</b> inclusive of GST to be deposited in the form of crossed Demand Draft / Bankers Cheque/Pay Order or through electronic mode i.e NEFT/RTGS
v	Tender Inviting Authority	DGM, C&P Division, Omkareshwar Power Station, Siddhwarkut, District Khandwa (M.P.-450554) Phone/Fax No. 271723, <b>email:procurementosp@gmail.com, ospcandp@nhdcl.com</b>

**Note:** Tender Fee (*in original crossed DD/BC/Pay Order or copy of details of valid RTGS/NEFT transaction filled in Annexure-X of tender document*) and EMD (*in original crossed DD/BC/ BG*) or notarized copy of valid Udyam Registration Certificate as per MSME Notification S.O. 2119 (E) Dated 26/06/2020, S.O. 2347 (E) Dated 16.06.2021, S.O. 278(E) Dated 19.01.2022 & S.O. 2134(E) Dated 06.05.2022 (Tender fee is not exempted for Start-up firms) should be submitted in the office of the Tender Inviting Authority on or before the End date of "Offline submission of tender fee and EMD", **failing which the tender shall be summarily rejected**. The envelope should be super scribed with Name of the Work, NIT no. and Name of the Bidder.

**2.0 Critical Dates of Tender:**

S. No.	Particulars	Date	Time
i	Publish Date & Time	08.02.2024	18:00 Hrs.
ii	Tender Document Download Start Date & Time	08.02.2024	18:00 Hrs.
iii	Tender Document Download End Date & Time	04.03.2024	15:00 Hrs.
iv	Clarification Start Date & Time	08.02.2024	18:00 Hrs.
v	Clarification End Date & Time	26.02.2024	17:00 Hrs.
vi	Online Bid Submission Start Date & Time	08.02.2024	18:00 Hrs.
vii	Online Bid Submission End Date & Time	04.03.2024	15:00 Hrs.
viii	End date of Offline submission of tender fee and EMD or valid exemption certificate.	06.03.2024	15:00 Hrs.

ओंकारेश्वर पावर स्टेशन (520 मेगावाट), प्रशासनिक भवन, ऊर्जा विहार, सिद्धवरकूट, जिला खंडवा, 450554 (म.प्र.) फोन/फैक्स – 07280 271723 / 271720

Omkareshwar Power Station (520 MW), Admin Block, "Urja Vihar", Siddhwarkut, Dt. Khandwa, 450554 (MP), Phone/Fax: 07280-271723 / 271720

पंजीकृत कार्यालय: एन.एच.डी.सी. परिसर, होटल लेकव्यू अशोक के पास, श्यामला हिल्स, भोपाल, पिन: 462013 (म.प्र.)

**Registered Office:** NHDC Parisar, Near Hotel Lake View Ashoka, Shyamla Hills, Bhopal, PIN: 462 013 (MP)

Website: [www.nhdclindia.com](http://www.nhdclindia.com) फोन / Telephone: 0755 – 4030014, 2660874, फैक्स / Fax: 0755 – 4030080,



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ix	Bid opening Date & Time	07.03.2024	16:00 Hrs.
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**3. Qualifying Requirement:**

- 3.1 The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be at least 30% of the estimated cost i.e. **Rs. 21.83 Lakhs.**

The bidder shall submit copy of Audited Balance sheet and profit & loss account for the last three financial years or certificate from chartered accountant with UDIN in respect of Annual Turnover for last three financial years ending **31st March 2023.**

- 3.2 The Bidder shall be **OEM of M/s Siemens Ltd. or Authorized dealer/ channel partner of M/s Siemens Ltd.** for the offered product.

In case the bidder is an authorized dealer/ channel partner of offered product, the valid authorization certificate (from OEM in the name of the bidder) to be submitted along with validity period.

Only agencies submitting a general Dealership or Authorization certificate issued by the Manufacturer, without reference to any specific tender and having validity of such authorization for the considerable duration shall only be considered for determining the eligibility criteria of the bidder for the particular tender. Authorization issued with reference to the specific tender in favour of particular dealer/bidder will not be entertained.

- 3.1 **Experience:** Bidder should have received supply order(s)/Purchase Order(s) from any Govt. Deptt./Undertaking/PSU or reputed private companies for similar supply during the **last two years** ending last day of month previous to the one in which tenders are invited, Cumulative amount of these supply orders (max. three SO/PO shall be considered) should not be less than the **50% of estimated cost** put to tender i.e. **Rs.36.39 Lakhs.**

Same or Similar Category Products means **"Supply of Siemens Make Automation and Control Equipments"**.

Bidder shall submit copy of Supply order(s) of requisite amount along with invoice or any other document showing the completion/proof of supply in support of experience.

- 3.2 Bidder must have valid GSTIN registration certificate.

- 3.4 Bidder must have valid Permanent Account Number (PAN).

4.0 The directives under Public Procurement (Preference to Make in India) Order, 2017 include following Bidder must submit undertaking as per **Form-13** in this regards :

**A) Definitions**

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

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

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

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

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

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

**Works:** means all works as per Rule130 of GFR-2017, and shall also

Include Turnkey works, Engineering, & Construction (EPC) Contracts and Services include System Integrator (SI) contracts.

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

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

b) For procurement of Goods/Services/Works, not covered under a) above and having estimated value less than INR

200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except Global tender enquiry has been issued. **Being the proprietary purchase, Global tender enquiries has been issued as per Office**

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**Memorandum Govt of India Ministry of Finance No. F.41112021-PPD dated 3<sup>rd</sup> Aug 2021 SI no 4.3, wherein Non-local suppliers shall also be eligible to bid along with Class-I and Class-II local suppliers. Being the proprietary purchases % age of local content shall not be mandatorily in Global Tender Enquiry**

The above criteria shall be subject to compliance of following:

- i) The bidder shall have to be an entity registered in India in accordance with law. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability, competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.
- ii) Foreign bidders can also participate in the bidding process provided they form Joint Venture with any bidder registered in India in accordance with law.
- iii) Country of origin of the equipment/material shall be provided in the bid.
- iv) The bids shall be in Indian National Rupees (INR) only in respect of local content.
- v) The bidder shall follow Indian laws, regulations and standards.
- vi) For supply of equipment/material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.
- vii) The manufacturer/supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the life cycle, the materials are safely recycled/disposed of by the Manufacturer/Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling /disposal unit or as may be specified.
- viii) The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment / process to be supplied/services to be rendered as safe to connect as applicable (If applicable)
- ix) Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.

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- x) Tender Fee and EMD shall be in Indian Rupees Only.
- xi) Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

**C) Procedure for Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to "Class-I local supplier" only in procurement undertaken by procuring entities in the manner specified hereunder.

(b) In the case of procurement of **goods / works**, covered under para B(b) and **divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and soon, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.

(c) For procurement of **goods/works**, which are covered by para

B (b) and **not divisible in nature**, and in **procurement of services where the bid is evaluated on price alone**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the

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

iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" and "Non-local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**D) Verification of local content**

a) The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

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

c) False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

d) Being the proprietary purchases % age of local content shall not be mandatorily in Global Tender Enquiry.

5.0 The details/ information regarding online tendering i.e. Registration on CPP portal, Preparation of Bid and Submission of bid are available in the tender document. NHDC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

ओंकारेश्वर पावर स्टेशन (520 मेगावाट), प्रशासनिक भवन, ऊर्जा विहार, सिद्धवरकूट, जिला खंडवा, 450554 (म.प्र.) फोन/फैक्स – 07280 271723 / 271720

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Website: www.nhdhindia.com फोन / Telephone: 0755 – 4030014, 2660874, फैक्स / Fax: 0755 – 4030080,





एन एच डी सी लिमिटेड

(एनएचपीसी लिमिटेड एवं मध्यप्रदेश शासन का संयुक्त उद्यम)

**NHDC Limited**

(A Joint Venture of NHPC Limited & Government of M.P.)

- 6.0 Micro and Small Enterprises (MSEs) Units having **Udyam Registration Certificate** for the goods/services are exempted from furnishing the EMD and tender fee. They should furnish with the Bid a notarized copy of valid Udyam Registration Certificate in their favour, for the goods/services covered under this tender document.

**It is the sole responsibility of the bidder to ascertain whether registration certificate issued to him under MSME is applicable for the goods/ services covered under this tender document.**

As per Office Memorandum of MSME, Govt. of India, New Delhi bearing No. F.No.22(1)/2012-MA dated 24-10-2016, "traders are excluded from the purview of Public Procurement Policy". Accordingly, exemption from furnishing Bid Security / EMD/Tender Fee is not allowed in case of traders.

**Note:- Online generation of Udyam Registration Certificate, by the entrepreneur, is available from 01.07.2020. As per MSME Notification S.O. 2119 (E) dt. 26.06.2020, S.O. 2347(E) Dated 16.06.2021, S.O. 278(E) Dated 19.01.2022 & S.O. 2134(E) Dated 06.05.2022, from 01.07.2022, Udyam Registration shall be the ONLY valid MSME Registration Document.**

- 6.0 Start-Ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security/ EMD. They should furnish with the Bid a Notarized copy of the valid Certificate of Recognition issued by DIPP. **However, tender fee is not exempted for Start-Up firms.**
- 7.0 Bidder shall submit the original crossed DD/BC/Pay Order or duly filled 'Annexure-X' in case of valid NEFT/RTGS transaction for tender fee and original crossed DD/BC/ BG for EMD or Notarized copy of valid Udyam Registration as per MSME Notification S.O. 2119 (E) dt. 26.06.2020 & S.O. 2347 (E) Dated 16.06.2021, S.O. 278(E) Dated 19.01.2022 & S.O. 2134(E) Dated 06.05.2022 in (one) sealed envelope, which must be either delivered by hand or by registered mail/ courier service and submitted to the Tender Inviting Authority on or before scheduled Date & Time of offline submission of bid documents. **The envelope shall be super scribed as Envelope for "Supply of Analog Input Cards & Scalance IE Switch (Managed Modular Switch) for Automation System at Omkareshwar Power Station" along with the name, correspondence address, contact number and official email address of the firm/bidder. The envelope received late or after the scheduled due date and time will not be entertained.** NHDC shall not be responsible for any delay or loss, due to Postal/Courier Services.

For and on behalf of NHDC Ltd.,

**Dy. General Manager(C)  
C&P Division  
Omkareshwar Power Station**

ओंकारेश्वर पावर स्टेशन (520 मेगावाट), प्रशासनिक भवन, ऊर्जा विहार, सिद्धवरकूट, जिला खंडवा, 450554 (म.प्र.) फोन/फैक्स – 07280 271723 / 271720  
Omkareshwar Power Station (520 MW), Admin Block, "Urja Vihar", Siddhwarkut, Dt. Khandwa, 450554 (MP), Phone/Fax: 07280-271723 / 271720

**पंजीकृत कार्यालय:** एन.एच.डी.सी. परिसर, होटल लेकव्यू अशोक के पास, श्यामला हिल्स, भोपाल, पिन: 462013 (म.प्र.)  
**Registered Office:** NHDC Parisar, Near Hotel Lake View Ashoka, Shyamla Hills, Bhopal, PIN: 462 013 (MP)  
**Website:** www.nhdcindia.com फोन / Telephone: 0755 – 4030014, 2660874, फैक्स / Fax: 0755 – 4030080,



**NHDC LIMITED**  
**(A Joint venture of NHPC Limited & Govt. of M.P.)**



**SECTION - II**

**INSTRUCTION TO BIDDERS**

**OMKARESHWAR POWER STATION**

## **INSTRUCTION TO BIDDERS**

NHDC Limited (A Joint Venture of NHPC Ltd & Govt. of M.P), with its Corporate office at Bhopal (M.P). Omkareshwar Power Station is one of NHDC's project and it's a multipurpose project. It is situated in Khandwa district in the state of Madhya Pradesh at about 80 Km from Indore city in M.P and 72 Km from Khandwa Railway Station in M.P.

Online bids under two cover system is hereby invited on behalf of NHDC Ltd., (hereinafter referred to as Corporation/ Employer) from reputed firms for **"Supply of Analog Input Cards & Scalance IE Switch (Managed Modular Switch) for Automation System at Omkareshwar Power Station"** as per the Technical Specification & Scope of Work (Annexure-V) and BOQ (Schedule of Quantities & Prices, Schedule-A) as per Section-IV and Section-VI respectively. Tender forms can also be downloaded from the corporation [website www.nhdcindia.com](http://www.nhdcindia.com) & [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

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

### **1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

### **2. REGISTRATION:**

- 2.1** Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the "Click here to Enrol" option available on the home page. Enrolment on the CPP Portal is free of charge.
- 2.2** During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- 2.3** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.4** For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smart Card.
- 2.5** Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- 2.6** Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- 2.7** Bidders can then log into the site through the secured login by entering their userID / password and the password of the DSC / eToken.

### **3 PREPARATION OF BIDS**

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

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

- 3.2** Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.3** Any clarifications if required than same may be obtained online through the tender site, or through the contact details given in the tender document.

- 3.4** Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- 3.5** Bidders can update well in advance, the documents such as documents related to experience, annual reports, PAN, GSTIN, other details etc., under “My Space” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.
- 4. SUBMISSION OF BIDS:**
- 4.1** Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- 4.2** Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The original DD/BC/Pay Order or duly filled ‘Annexure-X’ in case of NEFT/RTGS transaction for tender fee should be submitted to the Tender Inviting Authority, on or before the last date & time of bid submission. The details of the DD/BC/Pay Order/NEFT/RTGS, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4.3** While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- 4.4** Bidder shall select the payment option as offline/online to pay the Tender Fee/ EMD and enter details of the DD/BC/Pay Order or it may be deposited through Electronic mode i.e. NEFT/RTGS.
- 4.5** Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.6** ***Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.***
- 4.7** Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- 4.8** Utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.  
Bidders shall download the Schedule of quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rates both in figures and words in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. **If the template of “Schedule of Quantities & Prices” file is found to be modified/ tampered by the Bidder, the bid shall be rejected and further dealt as per provision of clause no. 24.0 of ITB including forfeiture of EMD.**  
***The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.***
- 4.9** Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 4.10** After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- 4.11** Bidder should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- 4.12** All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

## 5. QUALIFYING REQUIREMENT

5.1 The bidder must fulfil the following minimum qualifying criteria:-

5.1.1 **Turnover**:- The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be at least 30% of the estimated cost i.e. **Rs. 21.83 Lakhs.**

5.1.2 The Bidder shall be OEM of **M/s Siemens Ltd.** or Authorized dealer/ channel partner of **M/s Siemens Ltd.** for the offered product.

In case the bidder is an authorized dealer/ channel partner of offered product, the valid authorization certificate (from OEM in the name of the bidder) to be submitted along with validity period.

Only agencies submitting a general Dealership or Authorization certificate issued by the Manufacturer, without reference to any specific tender and having validity of such authorization for the considerable duration shall only be considered for determining the eligibility criteria of the bidder for the particular tender. Authorization issued with reference to the specific tender in favour of particular dealer/bidder will not be entertained

5.1.3 **Experience**: Bidder should have received supply order(s)/Purchase Order(s) from any Govt. Deptt. /Undertaking/PSU or reputed private companies for similar supply during the **last two years** ending last day of month previous to the one in which tenders are invited, Cumulative amount of these supply orders (max. three SO/PO shall be considered) should not be less than the **50% of estimated cost** put to tender i.e. **Rs.36.39 Lakhs.**

Same or Similar Category Products means "**Supply of Siemens Make Automation and Control Equipments**".

Bidder shall submit copy of Supply order(s) of requisite amount along with invoice or any other document showing the completion/proof of supply in support of experience.

5.1.4 The bidder must have valid GSTIN registration certificate.

5.1.5 The bidder should have a valid Permanent Account Number (PAN).

5.1.6 The bidder should not have been banned/de-listed/black listed/debarred from business by any PSU/Govt. Department during last 3 years on the grounds mentioned in para 6 of Guide Lines on Banning of Business Dealing (Annexure-II), Terms and Conditions (Clause no. 17) of Tender Document. Self-declaration in this regard is to be submitted as per enclosed Performa (Section-V, Form No.-7).

~~5.1.7 All Startups (Whether MSEs or otherwise) falling within the definition as per Gazette notification G.S.R. 501(E) dt.23.05.2017 are exempted from meeting the qualification criteria in respect of Prior Experience — Prior Turnover subject to their meeting the quality and technical specification. However, the employer reserves the right to deny such exemptions to startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipment etc.~~

5.1.8 **The directives under Public Procurement (Preference to Make in India) Order,2017 include following Bidder must submit undertaking as per Form-13 in this regards.**

### A) **Definitions**

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

**Class-I local supplier:** means a supplier or service provider, whose

Goods/Services/Works offered for procurement, meets the minimum local content as prescribed for “Class-I local supplier” under this order.

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

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

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

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

**Works:** means all works as per Rule130 of GFR-2017, and shall also Include Turnkey works, Engineering, & Construction (EPC) Contracts and Services include System Integrator (SI) contracts.

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

- a. For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.
- b. For procurement of Goods/Services/Works, not covered under
  - a) above and having estimated value less than INR 200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except Global tender enquiry has been issued. **Being the proprietary purchase, Global tender enquiries has been issued as per Office Memorandum Govt of India Ministry of Finance No. F.41112021-PPD dated 3<sup>rd</sup> Aug 2021 Sl no 4.3, wherein Non-local suppliers shall also be eligible to bid along with Class-I and Class-II local suppliers. Being the proprietary purchases % age of local content shall not be**

## **mandatorily in Global Tender Enquiry**

The above criteria shall be subject to compliance of following:

- i) The bidder shall have to be an entity registered in India in accordance with law. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability, competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.
- ii) Foreign bidders can also participate in the bidding process provided they form Joint Venture with any bidder registered in India in accordance with law.
- iii) Country of origin of the equipment/material shall be provided in the bid.
- iv) The bids shall be in Indian National Rupees (INR) only in respect of local content.
- v) The bidder shall follow Indian laws, regulations and standards.
- vi) For supply of equipment/material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.
- vii) The manufacturer/supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the life cycle, the materials are safely recycled/disposed of by the Manufacturer/Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling /disposal unit or as may be specified.
- viii) The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment / process to be supplied/services to be rendered as safe to connect as applicable (If applicable)
- ix) Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.
- x) Tender Fee and EMD shall be in Indian Rupees Only.
- xi) Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

### **C) Procedure for Purchase Preference**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to "Class-I local supplier" only in procurement undertaken by procuring entities in the manner specified here under.

- (b) In the case of procurement of **goods / works**, covered under para B(b) and **divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.
- (c) For procurement of **goods/works**, which are covered by para B (b) and **not divisible in nature**, and in **procurement of services where the bid is evaluated on price alone**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" and "Non-local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**D) Verification of local content**

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding

or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location( s) at which the local value addition is made.

- b. In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
- d. Being the proprietary purchases %age of local content shall not be mandatorily in Global Tender Enquiry.

**5.2 The Bidder shall online submit the scanned copy of documents for proof as below for fulfilling qualifying criteria as above failing which his offer shall be summarily rejected:**

- 5.2.1 Scanned copies of Audited Balance Sheet and Profit & loss account for the last three financial years or Certificate from Chartered Accountant with UDIN in respect of annual turnover for last three years ending 31<sup>st</sup> March 2023.
- 5.2.2 Scanned copy of Documents in support of experience i.e. as per point no.5.1.3 above.
- 5.2.3 Scanned copy of Permanent Account Number (PAN) allotted to the firm / proprietor.
- 5.2.4 Scanned copy of GSTIN.
- 5.2.5 Micro and Small Enterprises (MSEs) Units having Udyam Registration Certificate for the goods/services are exempted from furnishing the EMD. They should furnish with the Bid a notarized copy of valid Udyam Registration Certificate in their favour, for the goods/services covered under this tender document.

**It is the sole responsibility of the bidder to ascertain whether registration certificate issued to him under MSME is applicable for the goods/ services covered under this tender document.**

As per Office Memorandum of MSME, Govt. of India, New Delhi bearing No. F.No.22(1)/2012-MA dated 24-10-2016, "traders are excluded from the purview of Public Procurement Policy". Accordingly, exemption from furnishing Bid Security / EMD is not allowed in case of traders.

**Note:- Online generation of Udyam Registration Certificate, by the entrepreneur, is available from 01.07.2020. As per MSME Notification S.O. 2119 (E) dt. 26.06.2020, S.O. 2347(E) Dated 16.06.2021, S.O. 278(E) Dated 19.01.2022 & S.O. 2134(E) Dated 06.05.2022, from 01.07.2022, Udyam Registration shall be the ONLY valid MSME Registration Document.**



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

**NOTE:** If any discrepancy is found between Hard Copies of the offline document viz. DD/BC/Pay Order/NEFT/RTGS towards cost of bid document & DD/BC towards Bid Security or Notarized copy of Udyam Registration Certificate ~~or Notarized copy of MSE registration certificate along with a certificate issued by Chartered Accountant with UDIN~~ and scanned copy of same uploaded online then the online bid shall be liable for rejection.

**5.3 Late Bids:** Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the offline documents, if received by the Employer after the End date of Offline submission of tender fee and EMD or Notarized copy of Udyam registration certificate ~~or Notarized copy of MSE registration certificate along with a certificate issued by Chartered Accountant with UDIN~~ prescribed in Invitation for Bids (Notice Inviting e-Tender), then it will be considered as 'Late Bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

## **6 CONTENT OF TENDER DOCUMENT**

- 6.1 Section – 1: NIT
- 6.2 Section – 2: Instruction to Bidders
- 6.3 Section – 3: Terms & Conditions
- 6.4 Section – 4: ~~Scope of Work &~~ Technical Specification
- 6.5 Section – 5: Tender Forms
- 6.6 Section – 6: BOQ Format (Schedules of Quantities & Prices)

**7.** The BOQ template (**Schedule of Quantities & Prices, Schedule-A**) must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.

## **8. VALIDITY OF OFFER**

The validity of offer shall be **120 days** from the date of opening of tender. A bid valid for a shorter period may be rejected by the Purchaser as being non responsive.

In exceptional circumstances, prior to expiry of the original tender validity period, the Corporation may request the bidder, in writing, for a specified extension in the period of validity. The bidder may refuse the request without forfeiting its EMD (bid security). The bidder agreeing to the request will neither be required nor be permitted to modify its tender. The provisions regarding discharge and forfeiture of EMD shall continue to apply during the extended period of tender validity.

## **9. TENDER DOCUMENT FEE**

**The Bidder shall be required to submit a non-refundable fee of Rs.1180/- including GST 18%, in the form of crossed DD/BC/Pay Order in favour of "NHDC Limited" payable at 'Siddhwarkut' or it may be deposited through Electronic mode i.e NEFT/RTGS (Bank details, IFSC code etc are required to be submitted in prescribed format enclosed as Annexure-X of tender document) towards the cost of Tender fee. The bidder shall fill the tender fee details online and submit same alongwith Annexure-X on or before schedule date & time of offline submission of bid as specified in "Notice Inviting Tender".**

Micro and Small Enterprises (MSEs) Units having **Udyam Registration Certificate** for the goods/services are exempted from furnishing the tender fee. They should furnish with the Bid a notarized copy of valid Udyam Registration Certificate in their favour, for the goods/services covered under this tender document.

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

Any bid not accompanied with original crossed DD/BC/Pay Order or duly filled 'Annexure-X' in case of NEFT/RTGS transaction for tender fee or **the original version of duly Notarized copy of valid MSE Registration certificate** stated as above shall be rejected summarily as being non-responsive and the price bid (Cover - 2) will not be opened.

#### **10. BID SECURITY / EARNEST MONEY DEPOSIT**

- 10.1 The bidder shall deposit EMD of Rs. 1,46,000/- (**Rupees One Lakh Forty Six Thousand only**) in the form of Demand draft/ Bankers Cheque/ BG in favour of 'NHDC Ltd' payable at 'Bank of India', Siddharkut, branch code (9531) or ~~'State bank of India', Barwah, branch code (30029)~~.
- 10.2 Micro and Small Enterprises (MSEs) Units having **Udyam Registration Certificate** for the goods/services are exempted from furnishing the EMD. They should furnish with the Bid a notarized copy of valid Udyam Registration Certificate in their favour, for the goods/services covered under this tender document.

**It is the sole responsibility of the bidder to ascertain whether registration certificate issued to him under MSME is applicable for the goods/ services covered under this tender document.**

As per Office Memorandum of MSME, Govt. of India, New Delhi bearing No. F.No.22(1)/2012-MA dated 24-10-2016, "traders are excluded from the purview of Public Procurement Policy". Accordingly, exemption from furnishing Bid Security / EMD is not allowed in case of traders.

**Note:- Online generation of Udyam Registration Certificate, by the entrepreneur, is available from 01.07.2020. As per MSME Notification S.O. 2119 (E) dt. 26.06.2020, S.O. 2347(E) Dated 16.06.2021, S.O. 278(E) Dated 19.01.2022 & S.O. 2134(E) Dated 06.05.2022, from 01.07.2022, Udyam Registration shall be the ONLY valid MSME Registration Document.**

- 10.3 Start-Ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security/ EMD. They should furnish with the Bid a Notarized copy of the valid Certificate of Recognition issued by DIPP.
- 10.4 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Purchaser, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto, without the consent of the Purchaser in writing during the period of validity of his offer, the Purchaser shall forfeit the Bid Security / EMD furnished by the bidder along with his offer.
- In addition to this the bidder may at the discretion of the Purchaser, be debarred from bidding for a period as may be considered fit by the Purchaser, against any Bid that might be invited by the

Purchaser in future. The Purchaser will also be within its rights to circulate the information, at its discretion to other prospective purchasers about the bidder having withdrawn his offer within the validity period.

- 10.5 Bids received unaccompanied by either an acceptable Bid Security / EMD and tender fee or a photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive and returned unopened to the bidders.
- 10.6 The Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Terms and Conditions of Contract (GCC/SCC). Bid Security / EMD of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Bid security / EMD of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the account mentioned in ECS Form (Annexure-IV) through ECS mode.
- 10.7 Request for exemption from payment of Bid Security will not be accepted in any case.
- 10.8 Any Liability of GST arising out of forfeiture of EMD shall be borne by the contractor**
- 10.9 The Bid Security / EMD shall be forfeited:**

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Purchaser, 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); or
- (c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 14.13; or
- (d) If the successful bidder having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or
- (e) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with T&C.

In the above circumstances, the Bidder may at the discretion of the Corporation, be debarred from bidding for a period as may be considered fit by the Corporation, against any bid that might be invited by the Corporation in future. The Corporation will also be within its rights to circulate the information at its discretion to other prospective corporation's about the bidders conduct.

**Note: Original DD/BC of EMD or Notarized copy of MSE registration certificate should be reached to the office of tender inviting authority on or before "End date of offline submission of tender fee and EMD or Notarized copy of MSE registration certificate".**

#### **11. (A) ONLINE SUBMISSION OF OFFER**

The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows

##### **11.1 Cover-I (Technical Bid)**

Online bid should be submitted containing scanned copy of following document in Cover-I

- 11.1.1 Scanned copy of Demand Draft / Bankers Cheque/Pay Order or duly filled 'Annexure-X' of tender document in case of valid NEFT/RTGS transaction towards the cost of Tender fee
- 11.1.2 Scanned copy of Demand draft / Bankers Cheque/ BG submitted for EMD.
- 11.1.3 Scanned copy of Permanent Account Number.
- 11.1.4 Scanned copy of GSTIN.
- 11.1.5 Scanned copy of valid copy of certificate, if seeking exemption from tender fee & EMD (as detailed above under ITB clause no. 9 & 10.
- 11.1.6 Scanned copies of Purchase Order/Supply Orders of requisite amount in support of experience along with invoice or completion certificate and Performance Certificate in support of successful completion as per ITB clause no. 5.1.3.

- 11.1.7 Scanned copies of documents in support of annual turnover for last three years (as detailed above under point no. 5.1.1 & 5.2.1)
- 11.1.8 Copy of Authorized Dealership certificate (ITB clause no. 5.1.2).
- 11.1.9 Duly filled, sealed and signed Pre-Contract Integrity Pact on plain paper (ITB clause no. 13).
- 11.1.10 Duly filled, signed and stamped copy of Technical Specification (Annexure-IIA & IIB) ~~& Scope of Work (Annexure-V)~~, Section-IV.
- 11.1.11 Duly filled, signed & sealed copy of Form No. 1 to 13 of section-V.
- 11.1.12 If the tender is submitted by a Limited company or a limited Corporation it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender.
- 11.1.13 Any other supporting document the bidder wishes to submit as a part of Technical offer.

**Note:**

- i. Bid documents & Annexure to be submitted in cover one (01) should be signed by the person authorized to submit the bid and should duly stamp by the firm official seal.
- ii. Make of the Items to be supplied: The bidder should clearly mention **single make & Model of the items** intended to be supplied under this tender in the Annexure-IIA & IIB , for which price is being quoted. **Bidder should clearly quote price for the Make of the Items to be supplied under this tender** and as per specification mentioned in the Annexure-IV.

**11.2 Cover-2 (Price Bid)**

The cover-2 shall contain the price bid in the enclosed format (BOQ) for "Schedule of Quantities & Prices". Any clause governing the bid subject to market fluctuation is not acceptable.

- 11.2.1 The Basic Rates and all applicable taxes to be entered in the respective column of BOQ (Schedule-A, Schedule of Quantity and Prices) for complete scope of work by the bidder.

All applicable taxes shall be clearly mentioned by the supplier at the time of supply in their invoice also.

**Amount of all applicable taxes quoted by the bidder in the price bid shall only be considered.**

**Transit insurance charges shall be in the scope of NHDC Ltd.**

- 11.2.2 The bidders are cautioned that divulging of any price information in cover-1 (Techno-Commercial Bid) will result in rejection of bid.
- 11.2.3 Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Purchaser in any circumstances.

In case, if any cell is left blank and no rate is quoted against any of the item(s) by the Bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the bid and no separate claim whatsoever will be entertained on this account. [This clause is to be deleted in case of item-wise tendering].

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

**Note: GST has been implemented by the Government w.e.f. 01.07.2017. The Contractor, except for the supplies for the categories mentioned at Section 9(3) of GST act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit etc. Undertaking in the prescribed format (Form-12) for passing on benefit of Input Tax Credit and compliance of Anti-profiteering clause under Section 171 of CGST/ SGST Act shall be submitted along with the bid.**

## 11. (B) OFFLINE SUBMISSION OF DOCUMENTS :

### Hard copy / Supporting documents

Hard copy of following supporting documents forming part of Techno-Commercial bids shall be submitted offline (i.e. physically) in separate sealed [envelope](#) bearing on the top the reference of the Tender specification to “DGM (C), Contract & Procurement Division, Omkareshwar Power Station, NHDC Ltd., Siddhwarkut, Pin: 450554” on or before the due date & time of submission as per NIT.

The scanned copy (ies) of all the offline documents (hard copies) are to be uploaded online on the portal along with the Bid as provided in ITB clause 4.

- i) DD/ BC/ NEFT/ RTGS/ Pay Order towards cost of bidding document.
- ii) DD /BC/BG towards Bid Security / EMD.
- iii) Power of Attorney along with authority of the executants.

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

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

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

## 12. SUBMISSION AND OPENING OF BID

- 12.1 The bid should be submitted online at <http://eprocure.gov.in/eprocure/app> only, by the **due date and time up to 04.03.2024, 03:00 PM**. The Server Date & Time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut-off date and time for submission of bids.
- 12.2 Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. In case of date of opening is declared as holiday tender will be opened on next working day at same time.
- 12.3 The bidder shall bear all cost associated with the preparation and submission of its bid and the Corporation will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

## 13. INTEGRITY PACT

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

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

To oversee the compliance under the Integrity Pact **Sh. Goddilla Viswanatha Reddy & Sh. Javeed Ahmad** have been appointed as an Independent External Monitors (IEMs) by NHDC Ltd. The Contact Address of IEMs is as under:

**Sh Goddilla Viswanatha Reddy**

IFoS (Retd.),

Independent External Monitor (IEM) for NHDC

Email: gvreddy.rajforests@gmail.com

**Sh. Javeed Ahmad**

IPS (Retd.)

Independent External Monitor (IEM) for NHDC

Email: javeed60@yahoo.com:-

Successful bidders shall execute Integrity Pact (**Annexure-I**) on non-judicial stamp paper of appropriate value as part of Contract Agreement.

**14. EVALUATION OF BID**

**14.1** The Corporation will determine whether each bid is of acceptable quality, generally complete and substantially responsive to the tender document. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions & specification of the tender document without material deviations, objections, conditionality or reservation.

**14.2** The corporation's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

**14.3** If a bid is not substantially responsive, it will be rejected by the Corporation and may not subsequently be made responsive by the bidder by correction of the non-conformity.

**14.4** The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.

**14.5** If any of the information furnished by the bidder is found to be incorrect, the bid/contract is liable to be rejected/terminated and EMD/performance security will be forfeited.

**14.6** Only those bidders shall be considered qualified by the Corporation, who submit requisite EMD, tender fees and documents, point wise reply of the terms & conditions of the Tender document acceptable to the Corporation and meet the Qualifying requirement stipulated in the bidding document. The decision of the Corporation shall be final and binding in this regard.

***Deviation in terms & conditions, if any, need to be specifically mentioned by the bidder.***

**14.7** The bid(s) shall be evaluated based on the criteria set forth here under:

The evaluation process shall be carried out in two stages

**14.7.1** Evaluation of eligibility criteria and techno- commercial evaluation

**14.7.2** Financial evaluation

**14.8** The techno-commercial bid of those prospective bidders who are found to be meeting the qualifying criteria shall be evaluated. The bidders whose bid(s) are found to be techno-commercially acceptable shall be considered for further evaluation. Bid(s) not fulfilling the techno-commercial requirement of the tender document(s) shall be considered nonresponsive and rejected and the price bid(s) of such bidder shall not be opened.

**14.9** The Price bid(s) of the prospective bidders, who fulfils the techno-commercial requirement of the bid(s), shall be evaluated further. Normally the tender will be accepted of that bidder whose quoted rates are found to be lowest. Firm will not sublet the supply/work to other party.

**14.10** The bidder shall promptly provide all necessary information and documents to be submitted to the Corporation during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings etc. having a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to rejected summarily.

**14.11** If the present performance of the bidder including any of the partners of the firm, in a current contract is unsatisfactory 'as certified by the Client/Employer', the tender of the bidder will be summarily rejected without assigning any reason.

**14.12** Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between sub-total and the total price, the unit or sub-total price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure of the unit rates, the unit rates in words will prevail. If bidder does not accept the

correction of errors, its bid will be rejected and the Bid Security / EMD will be forfeited in accordance with ITB sub-clause 10.9.

**14.13 Purchase Preference in favour of MSEs:**

Micro and Small Enterprises (MSEs) Units having Udyam Registration Certificate for the goods/services, covered in this Tender document shall also be eligible for the Purchase Preference.

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

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

Out of 25% target of annual procurement from MSEs, a sub target of 5% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the Tender requirements and the L1 price, the 5% sub target for procurement earmarked 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 shall 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 51 % shares in the unit.
- c) In case of Private Limited Companies, at least 51 % share shall be held by SC/ST promoters.

15. The tender document is not transferable.

16. Bidders will not be allowed to revise the quoted rates of their own, once "Technical Bid" has been opened by the Corporation. The bidder shall bear all cost associated with the preparation and submission of its tender and the Corporation will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

17. Normally the tender will be accepted of those bidders whose quoted rates are found to be lowest but the Corporation is not bound for such acceptance and reserve the right to accept or reject any offer without assigning any reason thereof. Bidder shall have no objection to such rights of the Corporation.

~~The Corporation also reserve the right to split the Supply Order item wise, based on the lowest evaluated rates quoted for individual item incl. all taxes & duties quoted by the bidders in Schedule of Quantities and Prices i.e. Schedule A.~~

**18. NOTIFICATION OF AWARD**

18.1 The bidder whose bid has been accepted will be notified for the award by the Corporation prior to expiration of the Bid validity period through the "Supply Order", which will state the sum that the Corporation will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed in the Contract.

18.2 The notification of award will constitute the formation of the Contract.

18.3 The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. The Corporation shall not be responsible for non-receipt/failure of e-mail to the bidders.

18.4 If any of the information furnished by the bidder is found to be incorrect, the Bid/ contract is liable to be rejected/terminated and the EMD/ Performance Security will be forfeited.

19. NHDC reserves the right to cancel the tender without assigning any reason thereof.

20. The prospective bidders requiring any clarifications in respect of tender document may obtain the same online/ offline from Tender Inviting Authority as per NIT at least **7 days** before the deadline for submission of bid. The Corporation shall not be bound to respond to the request from the prospective

bidders and this shall not become the reason for claiming extension of the deadline for the submission of the bid.

- 21. Conditional offers are liable for rejection
- 22. Tenders from those tenderers who have not submitted their offer as per NIT will not be considered.
- 23. **OTHER SPECIAL INSTRUCTION**

The tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder-

**23.1 Instruction For Limited Company/Corporation:**

If the tender is submitted by a Limited company or a limited Corporation it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. A copy of Memorandum & Article of Association of the company shall be submitted with the tender.

**23.2 Instruction For Bid Submitted By Group of Firms:**

If the tender is submitted by a group of firms the sponsoring firms shall submit complete information pertaining to each firm in the group and state along with bid as to which of the firms shall have the responsibility for tendering and for completion of contract documents and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in tender shall be furnished along with the tender.

- 23.3 All witnesses and sureties shall be persons of status and there full names; occupations and addresses shall be stated below their signatures.

- 23.4 The tender for the works shall not be witnessed by a Bidder or Bidders who himself/ themselves have / have tendered or who may and has /have tendered for the same work. Failure to observe this condition shall render the tender of the BIDDER tendering as well as of those witnessing the tender liable to rejection.

- 23.5 The Bidders should note and bear in mind that the Corporation shall bear no responsibility for the lack of acquaintance or the lack of any knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Corporation.

- 23.6 **RIGHT OF REJECTION/SPLITTING:** The Corporation shall have the right of rejecting/splitting all or any of the tenders and will not be bound to accept the lowest or any tender or to give any reason for their decision. Conditional Tender/Bid will be rejected without giving any reason.

- 23.7 As per AS-18 'Related Party Disclosures' and Section 40A of Income Tax Act, 1961 it is necessary to fill up the enclosed format(Section-V, form-3) for tracking of related parties.

- 23.8 Prospective bidders are advised to go through the technical specification of each and every item before submitting the bid.

**24. CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES**

- 24.1 It is expected from the bidders that they will observe the highest standard of ethics during the tendering process and execution of such contract in pursuance to above:

- (a) For the purpose of this provision, the terms set forth below shall mean as under:
  - (i) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and



- includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, 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 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 persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender / Contract. The Independent External Monitor(s) (IEM) appointed by Employer shall oversee the compliance of obligation under the Integrity Pact.
  - (vi) The Independent External Monitor(s) (IEM) means External Monitors appointed by Employer to oversee the implementation of Integrity Pact.
- (b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for the contract in question.
  - (c) The Purchaser may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the bidder has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for, or in executing, a contract.

#### **24.2 BANNING OF BUSINESS DEALINGS:**

It is not in the interest of NHDC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. 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 NHDC 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 business dealings with the Agency have been banned by the Department of Power, Government of India;
- iv) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- v) If the Agency uses intimidation/ threatening or brings undue outside pressure on NHDC or its official for acceptance/ performances of the job under the contract;
- vi) If the Agency misuses the premises or facilities of the NHDC, forcefully occupies or damages the NHDC's properties including land, water resources, forests/ trees or tampers with documents/records etc. (Note : The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason)..

The procedure for banning of Business Dealings shall be governed as per NHDC's "Policy & Procedure for Banning Business Dealings" enclosed as Annexure-II in this section.

**Dy. General Manager (C)**  
**C&P Division**  
**Omkareshwar Power Station**

### Bank Guarantee Format for Earnest Money

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

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

(Brief description of Notice Inviting Tender)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for entering into contract agreement for the performance of the work mentioned in above NIT (hereinafter called "the Bid")

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

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Policy of banning of business/ Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

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

or

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

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

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

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

This Guarantee will not be affected due to the change in the constitution of the Bank or the Contractor.

For and on behalf of the Bank

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

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

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

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

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

.....

(Format of Integrity Pact)

**PRE CONTRACT INTEGRITY PACT**

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on .....day of .....(month & year) between NHDC Limited (A Joint venture of NHPC Limited & Govt. of M.P and having its registered office at NHDC Parisar, Near Hotel lake view Ashoka, Shyamla Hill, Bhopal-13, hereinafter referred to as "The Employer/Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

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

WHEREAS the Employer proposes to procure, erect/construct, 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\_\_\_\_\_, aforesaid proposal of the Employer.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is a Joint Venture of NHPC Ltd. & Govt. of Madhya Pradesh.

NOW, THEREFORE,

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

Enabling the Employer/Buyer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer/buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

**1.0 Commitments of the Employer**

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

provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

- 1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.
- 3.0 **Commitments of the Bidder(s)/Contractor(s)**  
The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :
  - 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
  - 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
  - 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
  - 3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass

on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

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

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

#### **4.0 Previous Transgression**

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

#### **5.0 Earnest Money (Security Deposit)**

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

#### **6.0 Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the **"Guidelines on Banning of Business Dealings"** attached as **Annexure-II** and initiate all or any one of the following actions, wherever required:
  - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after

the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
  - (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
  - (v) To debar the Bidder/Contractor from participating in future bidding processes of NHDC Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHDC Ltd. **(Annexure-II)**, which may be further extended at the discretion of the Employer.
  - (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
  - (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
  - (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **7.0 Fall Clause – Deleted**

## **8.0 Independent External Monitors)**

- 8.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform MD/CED, NHDC and request NHDC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 8.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 8.8 The Monitor will submit a written report to the MD/CED, NHDC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 8.9 The word "Monitor" would include both singular and plural.

#### **9.0 Facilitation of Investigation**

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

#### **10.0 Law and Place of Jurisdiction**

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

#### **11.0 Other Legal Actions**

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

#### **12.0 Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.



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

13.0 The Parties hereby sign this Integrity Pact as part of the contract at \_\_\_\_\_ on \_\_\_\_\_ and parties concerned are bound by its provisions.

Employer	Bidder/ Contractor
Name of the Officer	(Authorised Person)
Designation	(Name of the Person)
	Designation
Place _____	Place _____
Date _____	Date _____
Witness1. _____	Witness1. _____
(Name and address)	(Name and address)
2. _____	2. _____
(Name and address)	(Name and address)

**GUIDELINES ON BANNING OF BUSINESS DEALINGS**

**1.0 Introduction**

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

**2.0 Scope**

- 2.1 NHDC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/ Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHDC.
- 2.4 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

**3.0 Definitions**

In these Guidelines, unless the context otherwise requires:

- i) "Agency/Party/Contractor/Supplier/Bidders/Vendors" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry etc. "Party/Contractor/Supplier/ Bidder/ Vendor" in the context of these guidelines is indicated as 'Agency'.
- ii) "Unit" shall mean the Corporate Office, Project/ Power Station Liaison Office or any other office of NHDC.



iii) "Competent Authority" and 'Appellate Authority' shall mean the following:

- a) For works awarded/ under Tendering from Corporate office (falling in the competency of Chairman/ Board of Directors)
  - Competent Authority: Chairman.
  - Appellate Authority: Board of Directors.
- b) For works awarded/under tendering from Corporate office (falling in the competency of MD).
  - Competent Authority: MD.
  - Appellate Authority: Chairman.
- c) For works awarded/ under Tendering from Corporate Office/ Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)
  - Competent authority in case of works awarded /under tendering from corporate Office shall be CGM or GM of the concerned division as the case may be.
  - Competent Authority: Head of the unit not below the rank of General Manager.
  - Appellate Authority: MD.

"Investigating Committee" shall mean a Committee appointed by Competent Authority to conduct investigation

#### **4.0 Initiation of Suspension /Banning**

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

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

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



committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committees shall conclude the proceedings.

- 5.2 The order of suspension shall be effective as below:
- a. In case the work falling in the Competency of Board of Directors/ Chairman/ MD, the Suspension of work will be effective throughout NHDC.
  - b. In case of work falling in the competency of HOP and below, the suspension shall be effective throughout the Project/ Power Station and attached liaison offices/ units.
  - c. In case of work falling under the competency of CGM/GM and below at Corporate Office, suspension shall be effective at Corporate Office.

During the period of suspension, no business dealing shall be held with the Agency.

- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is place 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 NHDC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHDC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHDC, forcefully occupies or damages the NHDC's properties including land, water resources, forests / trees or tampers with documents/records etc.



- 6.6 If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious effect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHDC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHDC) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHDC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

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

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/ Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be GM and above for works falling in the competency of Board of Directors/ Chairman/MD and DGM/SM with at least one member of the level of the General Manager for the works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout NHDC. During the period of Banning of Business Dealings, no Business Dealings shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include;
- a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
  - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
  - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.



- d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHDC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

#### **7.4 Show Cause Notice**

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

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

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

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

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

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

#### **7.5 Speaking Order**

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

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned



along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Appendix-III.**

#### **7.6 Period of banning**

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

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

#### **7.7 Effect of Banning**

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

The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial



bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

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

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

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

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

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

#### **7.8 Hosting at NHDC website**

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

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

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate



Authority would consider the appeal and if convinced, may constitute another committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal, and call the Agency for personal hearing, if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

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

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

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

.....



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

BY REGD. POST/SPEED POST/COURIER

No.....

Date

To

M/s.....

Attn.: Shri.....

Sub : Intimation of Suspension of Business Dealings.

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

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



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

i) Participation of Agency in Joint Venture

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

ii) Banning of Joint Venture :

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

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

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

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

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

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

Yours faithfully,

For & On behalf of NHDC

Note: Strike out whichever is not applicable.



(Format of Show Cause Notice)

BY. REGD. POST/SPEED POST/COURIER

No.....

Date

To

M/s.....

Attn.: Shri.....

**Sub : Show Cause Notice**

Ref. :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHDC.



## (Format for intimation of Banning of Business Dealings)

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 NHDC NIT (e-tender/ physical tender) no.....dt..... you have submitted your bid. (strike out whichever is not applicable)

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

"Brief of the Default may be mentioned "

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

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



This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period 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 shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- v) In case of ongoing contracts between you & NHDC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- vi) (a) In case the Firm is in Joint Venture the following would also be applicable;

- i) Participation of Agency in Joint Venture

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

- ii) Banning of Joint Venture :

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

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

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

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/O&M/Repair works on Agencies pertaining to the



packages for which they have been Banned provided the Equipment has been supplied by such Agency.

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

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

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

Appellate Authority :.....

Designation :.....

Address:.....

Ph. No.....

e-mail :.....

Yours faithfully,

For & on behalf of NHDC.

Note : Strikeout whichever is not applicable.



Appendix-IV

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

BY. REGD. POST/SPEED POST/COURIER

No.....

Date

To

M/s.....

Attn.:Shri.....

Sub : Suspension Banning of Business Dealings – Intimation of decision of Appellate Authority.

Ref. :1.Order dated..... Placing M/s..... on Suspension/Banning List by NHDC;

2. Your Appeal reference..... Dt.....

Dear Sir,

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

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

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

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

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



reduction of Time Period for banning of Agency is exercised then the above order shall mention the grounds considering violation of any provision of Integrity Pact. Any ground mentioned in Guidelines of Banning of Business dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of tender/contract Condition having serious implications.)

Yours faithfully,

For & on behalf of NHDC.

**NHDC LIMITED**  
**(A Joint venture of NHPC Limited & Govt. of M.P.)**



**SECTION - III**  
**GENERAL CONDITIONS OF CONTRACT**

**OMKARESHWAR POWER STATION**

## SECTION II

### GENERAL CONDITIONS OF CONTRACT

#### 1. **DEFINITION OF TERMS**

1.1 In the Contract, the following expression shall, unless the Contract otherwise requires, have the meanings, assigned to them.

- i) **'Deleted'**.
- ii) **'Deleted'**.
- iii) The **'Contract Price'** shall mean the sum arrived at by multiplying the quantity (ies) with the rate (s) in the Schedule of Quantities and Prices given in / annexed to the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- iv) The **'Delivery of Plant/Equipment'** shall be deemed to take place on delivery of the Plant/Equipment to
  - i) the Purchaser at his premises; or
  - ii) where so provided the Interim Purchaser at his premises; or
  - iii) any other place or places as may be specified in the Contract as an Interim Purchaser or as a destination station for the Plant/Equipment to be delivered to the Purchaser.
  - iv) the destination station in case of Contract stipulating delivery of stores at destination station.
- v) **'Deleted'**.
- vi) The **'Engineer-in-Charge'** means the person appointed by the Corporation in the manner provided hereof and named as such in SCC to perform duties delegated by the Corporation. The Engineer-in-Charge shall represent and act for & on behalf of the Purchaser at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.
- vii) The **'Inspector'** shall mean any person or persons nominated by the Purchaser and/or the Engineer/Engineer-in-Charge to inspect stores or works under the agreement and/or his duly authorized representative appointed to act as the Inspector.
- viii) **'Month'** shall mean English calendar month.
- ix) **'Plant', 'Equipment', 'Material', 'Work', or 'Works'** shall mean respectively the plant, equipment and material to be provided and work or works to be done by the Contractor under the Contract.
- x) The **"Purchaser"** or the **"Employer"** or the **'Corporation'** shall mean the NHDC Ltd., NHDC Parisar, Shyamla Hills, Hills, Bhopal – 462 013 and shall include its successors and permitted assigns.
- xi) Words imparting the **'Singular only'** shall also include the plural and vice versa, where the Contract so requires.

- xii) **'Deleted'**.
- xiii) The **'Specification'** shall mean the specification as per the Contract or Bid, as the case may be and the schedules thereto (if any) and subsequent amendments mutually agreed upon in writing.
- xiv) **'Deleted'**.
- xv) **'Deleted'**.
- xvi) **'Deleted'**.
- xvii) **'Writing'** shall include any manuscript, typewritten or printed, statements, under or over signature or seal as the case may be.
- xviii) **'Deleted'**.
- xix) **'Deleted'**.

## 2. **CONTRACTOR TO INFORM HIMSELF FULLY**

- 2.1 The Contractor shall be deemed to have carefully examined the General Conditions, Specifications, Schedules and the drawings and also to have satisfied himself as to nature and character of the work to be executed and, where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Purchaser and or the Engineer shall not in any way relieve the Contractor of his responsibility for supplying the Plant and Material and for execution of the Work, as may be applicable, in terms of Contract, including all details and incidental works and supply or all accessories though not mentioned in the Contract but necessary for ensuring complete erection and safe efficient working of the Plant and Equipment. If he shall have any doubt as to the meaning of any portion of the Contract, he shall, before signing it, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubt may be removed.

## 3. **AGREEMENT 'Deleted'**

## 4. **PERFORMANCE GUARANTEE**

- The contractor shall submit the Performance Bank Guarantee in the form of Bank Guarantee from an Indian Nationalized Bank or State Bank of India or any Scheduled Bank of India on the format submitted by NHDC Ltd., for an amount equal to Ten per cent of the supply order value, within 28 days from the date of award. The Performance Bank Guarantee shall be released after the expiry of warranty period. No interest shall be paid on Performance Bank Guarantee.
- Bidder also furnish Performance Guarantee in the following terms in case performance bank guarantee is forfeited Rs. 50,000/-.
- i. Payment for Performance Bank Guarantee to be made by NHDC Ltd. payable to State Bank of India (300, New Market, New Delhi-110002) or any branch of NHDC Ltd. (9531).
  - ii. Fixed Deposit receipt issued by a nationalized Bank, duly endorsed in favour of NHDC Ltd.
- In case of non-submission of Performance Bank Guarantee (PBG), 10% of the Supply Order value shall be withheld from the payment mentioned in payment terms.

## 5. **CONTRACT DRAWINGS : 'Deleted'**

## 6. **MISTAKE IN DRAWINGS : 'Deleted'**

## 7. **SUBLETTING OF CONTRACT : 'Deleted'**

## 8. **PATENT RIGHTS**

In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of patent rights in respect of any machine, plant, work or thing used or supplied as may be applicable in terms of the Contract, by the Contractor, under this Contract, or in respect of any method of using or working by the Purchaser of such machine, plant, work or thing, the Contractor shall indemnify the Purchaser from and against such claim or demand and all costs and expenses arising from or incurred by reasons of such claim whatsoever or demand. The Purchaser shall notify the Contractor immediately any claim is made and that the Contractor shall be at liberty if he so desires with the assistance of the Purchaser, if required, but at the Contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant work or thing, as aforesaid, shall be used by the Purchaser for any purpose in any manner other than that for which they have been supplied and/or the works executed by the Contractor as specified under the Contract .

## 9. **MATERIALS AND WORKMANSHIP**

9.1 All plants, materials, etc., as may be required to be supplied and/or used and all such work to be executed by the Contractor in terms of the Contract and as per the specification, shall be of the best quality and workmanship, capable of satisfactory operation under the operating and atmospheric conditions as may be specified in the Contract. Unless otherwise specified they shall conform in all respects to the requirements of the latest edition of the relevant Indian Standard specifications on that behalf.

9.2 Contractor may offer equipments, materials etc., as aforesaid, manufactured in accordance with other well recognized standards but shall, in that case, supply a copy in English language of the standard specifications adopted by them and shall clearly mention in what respect such standard specifications differ from corresponding Indian Standard Specifications. These should comply with one consistent set of standard only as far as possible.

9.3 : 'Deleted'.

## 10 **INTERCHANGEABILITY: 'Deleted'.**

## 11 **PACKING AND MARKING**

11.1 The Contractor shall be responsible for securely protecting and packing the Plant, Materials, etc, as may be required to be supplied by the Contractor in terms of the Contract, as per prescribed standards in force to withstand the journey and ensuring the safety of materials and also arrival of the same at destination in original condition and good for contemplated use so as to avoid damage under normal conditions of transport and to comply with such other conditions as specified in the Contract.

11.2 Each bundle or package shall have the following marking on it :-

- a) The name and address of the consignee.
- b) Destination.
- c) The relevant marks, reference numbers etc. for easy identification

11.3 Each package shall also be accompanied with detailed packing lists to facilitate checking up of the contents at the destination.

## 12 **FENCING AND LIGHTING FOR WORKS: 'Deleted'**

**13. POWER TO VARY OR OMIT WORK: 'Deleted'****14. NEGLIGENCE**

14.1 If the Contractor neglect to manufacture Plant & equipments or execute the work in terms of the Contract as the case may be with due diligence and expectation, or refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-Charge in connection with the work, or contravene any provisions of Contract, the Purchaser may give seven days notice in writing to the Contractor to make good the failure, neglect or contravention complained of within reasonable time as specified by Engineer-in-Charge. If the Contractor fail to comply with the notice and in the event of failure, neglect, or contravention capable of being made good within that time, then and in such a case the Purchaser shall forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the Contractor's hands and give it to another person(s) or Contractor at a reasonable price or provide any other materials, tools, tackle, or labour for the purpose of completing the work, or any part thereof, and in that event the Purchaser shall, without being responsible to the Contractor for fair wear and tear of the same have the free use of all the materials, tools, tackles, or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

14.2 If the cost of executing the work, as aforesaid, shall exceed the balance due to the Contractor and the Contractor fails to make good the deficiency, it shall be lawful for the Purchaser to make good such deficiency in the manner it may deem fit in terms of the Contract and the Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools, tackles, or things belonging to the Contractor and to the proceeds of such sale shall be applied towards the payment of such deficiency and the cost of any incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer-in-Charge, provided that when all expenses, cost and charges incurred in the completion of the work are paid by the Contractor, all such materials, tools tackles or other things remaining unsold shall be removed by the Contractor.

**15. COMPLIANCE WITH REGULATIONS**

15.1 The Contractor shall comply with all applicable laws, ordinances, codes, approved standards, rules and regulations and shall obtain all necessary municipal and government permits, licenses etc. at his own cost. The Contractor shall keep the Purchaser and Engineer-in-charge harmless as a result of any infractions thereof.

15.2 Unless otherwise specified, all works to the extent applicable shall be carried out in accordance with the Electricity Act, 2003 and relevant rules thereof, or any amendment thereto which may be notified during the currency of the Contract and the requirement of any other Rules, Regulation and Acts in India to which the Purchaser may be subjected to.

**16. DEATH, INSOLVENCY AND BREACH OF CONTRACT**

The Purchaser may at any time, by giving notice, in writing summarily determine the Contract without compensation to the Contractor in any of the following events, that is to say:

- i) If the Contractor being an individual or a firm or any partner thereof, shall at any time, be adjudged insolvent or shall have received order for administration of his estate made against him or shall take any proceeding for compensation under the Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm has been dissolved under the Partnership Act; **or**
- ii) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the court or Debenture holders to appoint a Receiver, Liquidator or manager; **or**
- iii) If the Contractor commits any breach of the Contract not herein specifically provided in the Contract.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also that the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to gain on such purchase.

#### 17. **DATE OF COMPLETION**

- 17.1 The Contractor shall provide full programme of resources and work in detail and delivery schedule therefor in accordance to the prescribed time schedule mentioned in the Contract and the terms of the Contract.

#### 18. **DELAY IN SUPPLY / ERECTION**

- 18.1 If the Contractor fails to attain completion of the scope of work or any part thereof within the prescribed time for completion under clause 17 or any extension agreed under GCC Clause 22.1 to 22.3 (Extension of time for Completion) the Contractor shall pay to the Purchaser Liquidated damages amount computed @ 1/2 (half) percent per week or part thereof of the Contract price. The aggregate amount of such Liquidated damages shall not exceed 10% (Ten) percent of the Contract price.

#### 19. **MANAGEMENT MEETING**

- 19.1 Either the Engineer-in-Charge or the Contractor may require the other to attend a Management Meeting. The business of Management Meeting to be held at the place decided by the Engineer -in- Charge shall be to review the plans for remaining works and to deal with matters raised in accordance with the Early Warning Procedure.
- 19.2 The Engineer -in- Charge shall record the business of Management Meetings and shall provide copies of the minutes of record of the meeting to those attending the meeting and to the Contractor. The responsibility of the parties for actions to be taken is to be decided by the Engineer-in-Charge either at the Management meeting or after the Management Meeting and stated in such record of the meeting.

#### 20. **EARLY WARNING**

- 20.1 The Contractor is required to warn the Engineer -in-Charge at the earliest opportunity of specific likely future events or circumstances that may delay the execution of works. The Engineer -in-Charge may require the Contractor to provide an estimate of the expected effect of the event or circumstance and Completion date.
- 20.2 The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstances can be avoided or

reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge.

## 21 **CASH FLOW FORECAST: 'Deleted'**

## 22. **EXTENSION OF TIME FOR COMPLETION**

22.1 The time(s) for Completion specified in the Contract may be extended if the work is delayed or the Contractor is impeded in the performance of any of its obligations under the Contract by reason of any of the following:-

- (a) any change in the scope of work
- (b) any occurrence of Force Majeure as provided in GCC clause 52.1 to 52.5
- (c) any suspension of work order given by Engineer-in Charge under GCC Clause 23.1 to 23.4 ( Suspension) hereof or reduction in the rate of progress pursuant to GCC Clause 23.2 or
- (d) any default or breach of the Contract by the Purchaser , specifically including failure to supply the items to be supplied by the Purchaser as per the Contract Agreement , or any activity , act or omission of any other Contractors employed by the Purchaser; or

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor .

22.2 Except otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer-in-Charge his request for an extension of the Time for Completion, together with particulars of the event or circumstances justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such request and supporting particulars for such time extensions, Engineer -in-Charge shall convey his decision upon the period of such extension to the Contractor.

22.3 The Contractor shall at all times use its reasonable efforts to minimise any delay in the performance of its obligations under the Contract. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delays due to such failures shall not be considered in assessing the time extension.

## 23 **SUSPENSION**

23.1 The Engineer-In-Charge may request, by giving notice to the Contractor, to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the work) until ordered in writing to resume such performance by the Engineer- In- Charge.

If, by virtue of a suspension order given by the Engineer-In-Charge, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer-in-charge requiring that the Purchaser shall, within twenty eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change Amendment excluding the performance of the suspended obligations from the Contract .



If the Purchaser fails to do so within such period, the Contractor may, by a further notice to the Engineer-In-Charge, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part or, where it affects the whole of the Work, as termination of the Contract.

## 23.2

- (a) If the Purchaser has failed to pay the Contractor any sum due under the Contract within the specified period or has failed to approve any invoice or supporting documents without just cause pursuant to Payment Terms, or commits a substantial breach of the Contract, the Contractor may give a notice to the Purchaser that requires payment of such sum, with interest thereon as stipulated in the Contract, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or
- (b) The Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Works;

then the Contractor may by giving fourteen (14) days notice to the Purchaser suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

- 23.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 23.1 to 23.2, then the Time for Completion shall be extended in accordance with GCC Clause 22.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Purchaser to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract, by the Contractor.

- 23.4 During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Work or any Contractor's Equipment, without the prior written consent of the Purchaser.

24. **USE OF ROADS: 'Deleted'**

25. **SURPLUS MATERIALS: 'Deleted'**

26. **SAFETY OF STAFF AND LABOURERS: 'Deleted'**

27. **PROGRESS REPORT: 'Deleted'**

28. **DEVIATIONS FROM SPECIFICATION**

All departures from the Contract Specification shall be subject to the approval of the Engineer/Engineer-in-Charge.

29. **RESPONSIBILITY OF THE CONTRACTOR**

- 29.1 The Contractor shall guarantee and be entirely responsible for the execution of Contract in accordance with the specification, schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, correct delivery of materials within the guaranteed completion and warranty period. He shall also guarantee and be responsible for the correct designs and drawings and their accuracy, conformity of all works to the approved designs and drawings their erection, within the guaranteed completion and performance within the warranty period.
- 29.2 The Purchaser shall have the right to require the Contractor to make any such change in the designs which may be necessary in the opinion of the Engineer-In- Charge to make the Plant and Works as the case may be, conform to the provisions and contents of the specification, without any extra cost to the Purchaser. Approval by the Engineer-In- Charge or by the representative of the Purchaser, to the Contractor's or Subcontractor's drawings, designs, materials or of other parts of the works involved in the Contract, or of test carried out either by the Contractor or by the Subcontractor shall not relieve the Contractor of any requirements/obligations of the specification or of the responsibility/obligation for the correctness of the Contractor's design and drawings. Any manufacture or the work performed prior to the approval of drawings and tests will be at the risk and cost of the Contractor.
- 29.3 The Contractor shall guarantee and be responsible for handling and storage of all the materials, as erected works up to their taking over by the Purchaser.

### 30. **TRAINING OF PURCHASER 'S STAFF: 'Deleted'**

### 31. **INSPECTION AND TESTING**

- 31.1 The Engineer-in-Charge and his duly authorized representatives shall have, at all reasonable times access to the Contractor's premises, and shall have the power at all reasonable time, to inspect and examine the materials and workmanship of the Plant during its manufacture shop assembly and tests and if part of the Plant is being manufactured on other premises, the Contractor shall obtain for the Engineer-in-Charge and his duly authorized representative, permission to inspect the Plant if the Plant was manufactured on the Contractor's own premises.
- 31.2 The Engineer-in-Charge shall, on giving seven days' notice in writing to the Contractor setting out any grounds of objections which may have the result of the work at liberty to reject all or any part of workmanship connected with the Plant which, in his opinion, are not in accordance with the Contract or / are in his opinion defective for any reason whatsoever provided that if such notice be given to the Contractor within a reasonable time after the receipt of the Plant such such notices based have come to the knowledge of the Engineer-in-Charge, he shall not be entitled to reject the said plant or workmanship on such grounds unless specifically provided otherwise all tests shall be made by the Contractor's works.
- 31.3 The Contractor shall, on giving seven days' notice in writing to the Engineer-in-Charge, give the Engineer-in-Charge, notice of any Plant, being ready for inspection. The Engineer-in- charge or his representative, if so desired, shall, on giving twenty four hours previous notice in writing to the Contractor, attend at the Contractor's premises within fifteen days of the date on which the plant is notified as being ready failing which, visit or alternatively if the Purchaser, at its own discretion waives of the inspection and testing the Contractor may proceed with the tests which shall be deemed to have been made in the Engineer- in- Charge's presence, and he shall forthwith forward to the Engineer -in- Charge duly certified copies of the test results and certificates in six copies for approval of the Purchaser . The Plant shall be despatched only after the test certificates have been approved by the Purchaser in writing.

- 31.4 In all cases where the Contract provides for tests, whether at the premises of the Contractor or of any Subcontractor except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments, as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the Contract, and shall give facilities to the Engineer-in-Charge or his authorised representative to accomplish such testing.
- 31.5 If special tests other than those specified in the Contract are required, they shall be paid for by the Purchaser as 'Variation' under Clause 13.1 and 15.1. Inspections got done through an independent authority at the option of the Purchaser, the inspection fee, if any, shall be paid by the Purchaser.
- 31.6 When the tests have been satisfactorily completed, the Contractor shall submit the Engineer-in-Charge or his authorized representative shall issue certificate to that effect. The Engineer-in-Charge or his authorised representative shall jointly seal the material inspected in testimony of inspection being carried out by the Contractor.
- 31.7 Neither the waiver of inspection nor acceptance after inspection by the Purchaser shall, in any way, relieve the Contractor of the responsibility of supplying the plant and equipment strictly in accordance with the specifications and drawing.
- 31.8 Immediately after the acceptance of the work of the Contractor, the Contractor shall send four copies of material or shop order or materials purchased for use in manufacture which will be required to be inspected at any time other than the Contractor's work before shipment. All suppliers shall quote the requirements of specifications for the materials to be furnished and shall mention where the materials are to be manufactured.
- 31.9 In all cases where the Contract provide for tests on the site, the Purchaser, except where otherwise specified, shall provide, free of charges, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be required from time to time, as may reasonably be demanded to carry out such test of the plant or workmanship in accordance with the Contract. In the case of the Contractor requiring electricity for tests on site, such electricity shall be supplied to the Contractor in the most convenient form available.

## 32 DELIVERY OF PLANT

- 32.1 No plant shall be dispatched until dispatch instruction have been given to the Contractor by the Engineer -in -Charge or his duly authorised representative.
- 32.2 The Contractor shall deliver the plant/material in accordance with the terms of the Contract at the time/times at the place / places and in the manner specified in the Contract. The Contractor shall comply with the instructions that may be given by the Purchaser from time to time regarding the safe transit of the plant / material.
- 32.3 Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The supplier shall further supply to the Consignee, in triplicate, a priced invoice and packing list of all stores delivered or dispatched by him.
- 32.4 In case of any damage or loss occurred in transit up to destination, it shall be the liability of the Contractor to initiate or pursue the claim with Insurance Company. He should also take immediate steps to repair the damaged apparatus or replacement thereto. Any extension of time limit required in such contingency will be considered by the Purchaser on merits.

## 33 WORK ON SITE: 'Deleted'

**34. ENGINEER'S SUPERVISION**

- 34.1 All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer-in-Charge. The Contractor shall be responsible for the corrections of the positions, levels, and dimensions of the works according to the drawings, not with standing that he may have been assisted by the Engineer-in-Charge in setting out the same.

**35. ENGINEER-IN-CHARGE'S DECISION**

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

**36. CONTRACTOR'S REPRESENTATIVE AND WORKMEN: 'Deleted'****37. LIABILITY FOR ACCIDENT AND DAMAGES**

- 37.1 The Contractor shall be responsible for loss, damage or depreciation of goods or plant / equipment upto delivery at site to the authorised consignee of the Purchaser.
- 37.2 The Contactor shall be responsible for loss, damage or depreciation of the plant until the same is taken over as per clause 50.1 to 50.4 of these General Conditions or is deemed under that clause to have been taken over provided always that the Contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 50.1 to 50.4.
- 37.3 Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to person or damage to property resulting from the negligence of the Contractor or from defective design or work, but not from other causes.
- 37.4 Provided the Contactor shall not be liable for any loss of profit or any loss out of Contract or any other claim made against the Purchaser not already provided for in the Contract, nor for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contactor has no control, nor shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 37.5 The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims, demands, costs or expenses caused in connection with injuries (other than such as may be attributable to the Purchaser or his employees) suffered prior to the date when the Plant shall have been taken over under clause 50.1 to 50.4 hereof by persons employed by the Contractor or his Subcontractor on the work, whether at common law or under the workmen's Compensation Act, 1923 or any other statute in force at the date or Contract relating to the question of the liability of employers for injuries suffered by employees, and will, if called upon to do so, take out the necessary policy or policies of insurance to cover such indemnity.
- 37.6 In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall with the assistance, if he so requires, of the Purchaser, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case, the Purchaser shall at the request and

expense of the Contractor afford all reasonable and available assistance for any such purpose.

### 38 INSURANCE

38.1 The Contractor shall insure the plant and equipment to be supplied by him and shall keep it insured against loss by theft, destruction or damage by fire, flood, earthquake and under exposure to the weather, or through riots, civil commotion, war, rebellion or any other kind of loss or damage during transit for the full period of the plant from the time of dispatch and upto the time of its erection and successful testing and commissioning and upto its warranty period as per clause No. 51.1 to 51.4 of the General Conditions of Contract.

38.2 The Contractor shall arrange for insurance of the plants & equipments or the materials to be arranged separately by the Purchaser (as per detail list provided by the Purchaser) and handed over to the Contractor for erection, including the estimated cost of erection, as per the terms of the Contract, until the works and the surplus materials are taken over by the Purchaser under Clause 50.1 to 50.4 of the General Conditions of Contract.

### 39 REPLACEMENT OF DEFECTIVE WORK OR MATERIAL

39.1 If during the progress of the work, the Engineer-in-Charge shall decide and notify, in writing, to the Contractor that the Contractor has executed any unsound or imperfect work or has supplied any plant material etc, as may be covered under the scope of the work, inferior in quality to that specified, the Contractor, on receiving details of such defects or deficiency, shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials up to the standard of the specification and in case the Contractor shall fail to do so, the Purchaser may, on giving the Contractor seven day's notice in writing of his intention so to do, proceed to remove the work complained of, and at the cost of the Contractor, perform all such work or supply all such material, provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any right under the Contract, which he may otherwise have in respect of such defects or deficiencies.

### 40 TERMS OF PAYMENT

40.1 Subject to any deduction which the Purchaser may be authorised to make under the Contract, and/or any additions or deductions provided for under clause 13.1 to 13.4 of these General Conditions, the Contractor shall be entitled to payment as follows:

#### A. FOR SUPPLIES

i) 90% of the Ex-works Price of the material supplied along with 12% taxes and duties subject to documentary evidence and presentation of the following documents to the Consignee and receipt of material at site:

- a) Contractor's declaration of invoice
- Details of supply bill
- Contractor's certificate of origin
- Inspection Report / Dispatch Instructions
- Certificate of successful installation / Cover

The advance shall be released within 30 days from the date of receipt of Contractor's invoice with requisite documents.

ii) 100% Transportation & Insurance Price shall be paid on presentation of Contractor's invoice within 30 days with requisite documents after the

receipt of material at site under the Contract.

- iii) Balance 10% of the Ex-works Price and Price of Spare Parts, if any, shall be paid within 60 days upon taking over of the equipment after successful erection, testing and commissioning.

## B. ERECTION & COMMISSIONING

- i) 90% of the erection cost will be paid on monthly basis on the basis of erection work at a rate basis. The rate basis shall be as applicable subject to the verification of the work by the Engineer-in-Charge.

The balance 10% of the erection cost will be paid within 60 days on the basis of successful completion and commissioning and testing of the work under the Contract.

40.2 All payments shall be made in Indian Rupees, unless otherwise specified in the Contract.

40.3 In the event of the Supplier/Contractor not being able to supply the materials or to carry out the works in accordance with the terms of the Contract, the Purchaser shall have the right to recover any sums advance, from the Contractor and from his assets.

## 41. DEDUCTIONS FROM CONTRACT PRICES

41.1 All costs, claims damages or expenses which the Purchaser may have paid for which under the Contract the Contractor is liable, may be deducted by the Purchaser from the proceeds of the Performance Guarantee or from any money due or which may become due to the Contractor under the Contract.

41.2 Any sum of money due and payable to the Contractor (including Performance Guarantee returnable to him) under this Contract may be appropriated by the Purchaser and set off against any claim of the Purchaser out of or under any Contract made by the Contractor with the Purchaser.

41.3 It is an agreed terms of the Contract that the sum of money so withheld if retained under this clause by the Purchaser shall be kept, withheld or retained as such by the Purchaser till the claims arising out of in the same Contract are either mutually settled or determined by the arbitrator, and the Contractor shall have no claim for interest or damage whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

## 42 FINAL BILL: 'Deleted'

## 43. PAYMENT UPON TERMINATION

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the Certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law. If the total amount due to the Purchaser exceeds any payment due to the Contractor, the difference shall be a "debt" payable to the Purchaser.

43.2 If the Contract is terminated at the Purchaser's convenience or because of a fundamental breach of Contract by the Purchaser, the Engineer-in-Charge shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works less advance payments

received up to the date of the Certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law .

**44. PERMITS AND VISAS**

The Corporation shall, on application from the Contractor, assist for the issuance of the necessary permits and visas for the Contractor's foreign personnel, if any. The Corporation shall not, however, be responsible for any delay on this account.

**45. REGULATIONS OF LOCAL AUTHORITIES**

- 45.1 The Purchaser shall during the currency of this Contract and in respect of all matters arising out of performance thereof, assist the Contractor in the service of all notices and the obtaining of all consents, approval and permission required in accordance with the regulations and by laws of any local or other authority, **if so necessary and applicable to the works**, and also in the obtaining of right of way and like facilities from private parties. The Purchaser shall not however, be responsible for any delay on this account and the Contractor shall not be absolved of any of his Contractual obligation whatsoever in this regard.

**46. DUE DATE OF PAYMENTS: 'Deleted'**

**47. TESTS ON COMPLETION: 'Deleted'**

**48. REJECTION OF DEFECTIVE PLANTS/WORKS**

- 48.1 If the completed Plant / Works or any portion thereof, before it is taken over, be found to be defective, or being failed to fulfill the requirement of the Contract, the Engineer -in-Charge shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forthwith make the defect good, or alter the same to make it comply with the requirements of the Contract. Purchaser will give 45 days notice before going out for risk purchase. **If the Contractor fails to do so within this notice period**, the Purchaser may reject and replace at the cost of the Contractor, the whole any portion of the Plant / Works as the case may be which is defective or fails to fulfill the requirements of the Contract. Such replacement/ rectification shall be carried out by the Purchaser within the requirements of the Contract within a reasonable time and at the reasonable price and where reasonably possible, to the same specification and under competitive/conditions. In case of such replacement/rectification delivered and or erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under the provisions above mentioned, for such replacement/rectification and the Contract price for the plant/works so replaced/ rectified and also to repay any sum paid by the Purchaser to the Contractor in respect of such defective Plant / Works.
- 48.2 In the event of such rejection, the Purchaser shall be entitled to the use of the Plant / Work in a reasonable and proper manner till a time reasonably sufficient to enable him to obtain other replacement plant/carry out the rectification of the Work. During the period the rejected Plant / Work is used commercially, the Contractor shall be entitled to a reasonable sum of payment for such use. Provided that the decision of the Engineer-in-Charge in regard to quantum of such payment shall be final and binding on the Contractor.

**49. TAKING OVER: 'Deleted'**

**50. WARRANTY**

- 50.1 For a period of 12 (Twelve) calendar months commencing upon the setting to work of Plant or 18 months from the date of despatch of equipment (last consignment or case of despatch in parts) to the Purchaser whichever is earlier (called the "WARRANTY PERIOD"), the Contractor shall remain liable to replace any defective parts that may develop in Plant of his own manufacturer or those of his Supplier under the conditions provided in the Contract under proper use and handling, but not of faulty design, materials or workmanship, unsound or imperfect work of the Contractor provided always that such defective parts as are not repaired at site are not sent back to the Contractor until the maintenance in commercial use of the Plant is promptly returned to the Contractor's works at the expense of the Contractor, and otherwise repair.
- 50.2 If it becomes necessary under the Contract to replace or rework defective parts of the Plant under this clause, the period of the first paragraph of this clause shall apply to the parts of the Plant so replaced or reworked until the expiration of 12 months from the date of replacement of the defective parts. At the end of the above mentioned period of twelve months, the Contractor shall be liable to replace or rework the defective parts.
- 50.3 If the Contractor is not able to repair the defective parts within a reasonable time, the Purchaser may proceed to do the work at Contractor's risk and expense, but without prejudice to other right, which the Purchaser may have against the Contractor in respect of such defects.
- 50.4 At the end of the warranty period, the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of such guarantee given to the Contractor by the original manufacturer of such goods.

**51. FORCE MAJEURE**

- 51.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party affected by such force majeure shall be treated as suspended for the period during which such force majeure lasts.
- 51.2 For the purpose of this Contract, force majeure shall include, without limitation, wars, insurrections, civil disobediences, riots, earthquakes, storms, floods, acts of God which is of such nature as to delay, curtail or prevent timely action by either party.
- 51.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a certificate from local Chamber of Commerce or the Statutory Authority as a satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.
- 51.4 Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.
- 51.5 If works are suspended by the force majeure conditions lasting for more than two months, the Purchaser shall have the option to cancel, rescind this Contract in whole or part thereof, at its discretion.

**52. SETTLEMENT OF DISPUTES**

- 52.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per



clause 53.2 has failed, which ever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.

- 52.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.
- 52.3 Arbitration: Except as otherwise provided in Clause 36.1 herein before, all dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Corporation, in relation to or in connection with the Contract, shall be referred to arbitration in the manner provided as hereunder:
- 52.3.1 On receipt of such notice, the Purchaser shall send to the Contractor a panel of three persons and thereafter the Contractor within 15 days of receipt of such panel, communicate to the Purchaser the name of one of the persons from such panel and such a person shall then be appointed as sole Arbitrator by the Engineer-in-Charge of the Corporation.
- 52.3.2 Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Purchaser then after the expiry of the aforesaid stipulated period, the Engineer -in-Charge shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.
- 52.3.3 The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Purchaser shall appoint another person to act as Sole Arbitrator in the same manner as provided in clause 53.3.2 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 52.3.4 The award of the Arbitrator shall be final and binding on both parties to the Contract. The Arbitrator's fees, as well as the cost of Arbitration proceedings shall be borne equally by either party.
- 52.3.5 Irrespective of the amount of claim, the Arbitrator shall give reasons for the award.
- 52.3.6 Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.
- 52.3.7 The venue of the arbitration proceedings shall be in Bhopal or any other suitable and convenient place in India as may be decided by the Learned Arbitrator.
- 52.3.8 The Language of arbitration proceedings and off all documents and communications between the parties shall be English.
- 52.4 Notwithstanding any reference to the Arbitration herein,
- a) the parties shall continue to perform their respective obligation's under the Contract unless they otherwise agree to the contrary .
  - b) The Purchaser shall pay Contractor any moneys due to the Contractor.

### **53. COURT OF COMPETENT JURISDICTION**

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the Court of Competent jurisdiction under the High Court of Madhya Pradesh at Jabalpur.

### **54. CONSTRUCTION OF CONTRACT**

The Contract shall in all respect be construed and operated, as a Contract as defined in the Indian Contract s Act, 1872.

**55. BREACH OF CONTRACT**

In case non-performance in any form or shape of the covenants and conditions in this Contract by the Contractor the Corporation shall have power to annul, rescind, cancel or terminate the Contract and upon its notifying in writing to the Contractor that it has so done this Contract shall absolutely determine. The decision of the Purchaser in this regard shall be final and binding.

**56. MARGINAL NOTES AND CAPTIONS**

The various headings, marginal notes provided in the Contract against various clauses are only for the facility of reference and shall not be taken into account in the construction of any such clause or the Contract.

**57. ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE PURCHASER**

57.1 For all purposes of the Contract, including arbitration there under, the address of the Contractor mentioned in the Bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communications and sent by registered post acknowledgment to the Purchaser / Engineer-in-Charge. The Contractor shall be solely responsible for the consequence of an omission committed on his part to notify a change of address in the manner aforesaid.

57.2 Any communication or notice on behalf of the Purchaser in relation to the Contract may be issued to the Contractor by the Engineer-in-Charge and all such communications and notice may be served upon the Contractor either by registered post or under certificate of posting, or by ordinary post or by hand delivery or by Fax at the option of such officer.

**58. CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL**

58.1 All documents, correspondence, decisions and other matters concerning the Contract shall be considered as confidential and of restricted nature by the Contractor and he shall not divulge or allow access thereto to unauthorized person of any kind.

-----END-----

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**  
**(To be executed on Non-Judicial Stamp Paper of Appropriate value)**

**Bank Guarantee**  
**No.....Date**

.....

To,

[Employer's Name & Address]

Dear Sirs,

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

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

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

The Bank declares that this Bank Guarantee is issued by the Bank utilizing the credit limit of M/s .....(name of contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

Contractor any notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed.....(\*).....
- ii) This Bank Guarantee shall be valid upto.....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before.....(@).....
- iv) This Guarantee will not be affected due to change in the constitution of the bank or the Contractor

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

WITNESS

.....

(Signature)

(Signature).....

.....

(Name)

(Name).....

.....

(Official Address)

no.

(Designation with Bank Stamp)/with staff Authority

Complete Address of the Bank with Tele-Fax

Notes: 1. (\*)This sum shall be **Five percent (05%)** of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the end of Guarantee/Warranty Period as specified in the Contract.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of issuing Bank, not more than six (6) months prior to execution/issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank Guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/power of attorney number as well as telephone/fax numbers with full correspondence address of the Bank.

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

3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.

4. The issuing bank shall write the name of bank's controlling branch/Head Office with contact details like telephone/fax and full correspondence address in order to get the confirmation of BG from that branch/Head office, if so required.

\*\*\*\*\*

GST REGISTRATION DETAILS		
NHDC LIMITED		
Omkareshwar Power Station (OSP)		
Siddhwarkut, Distt. – khandwa – 450 554		
(Place of Dusiness)		
Sr. No.	Data particulars	Data
1	Receipient Name	<b>NHDC Limited - OSP</b>
2	Type of receipient (for B 2B Supplieries)	<b>Registered</b>
3	ARN NUMBER	<b>AA230417008028L</b>
4	Provisional GSTIN (for B 2 B Supplieries)	<b>23AABCN1732G2ZY</b>
5	Address of Registered place of Business of receipient under GST along with state code and PIN code for (B 2 B Suppliers) which is also the location of the business for NHDC Ltd.	<b>Place of Business:</b> NHDC Limited, Omkareshwar Power Station, Admin Block, Urja Vihar Parisar, Siddhwarkut, Dist. Khandwa (M.P.) State Code: 23, Pin-450554 <b>Principal Place of Businesss:</b> NHDC LIMITED Corporate Office, NHDC parisar, Shyamala Hills, Bhopal (MP) State Code: 23 PIN 462 013.
6	PAN	AABCN1732G
7	TAN	BPLN01788D



एन एच डी सी लिमिटेड

(एनएचपीसी लिमिटेड एवं मध्यप्रदेश शासन का संयुक्त उद्यम)

**NHDC Limited**

(A Joint Venture of NHPC Limited & Government of M.P.)

**Special Condition of Contracts (SCC)**

1. **PRICES:** Prices shall be firm and fixed till completion of work and shall not be subjected to any change on any account.
2. **F.O.R.:** Central Store, Omkareshwar Power Station, Urja Vihar, Siddhwarkut, Distt. Khandwa (MP) - 450554.
3. **TAXES & DUTIES:** All applicable taxes, duties & levies shall be mentioned separately.
4. **COMPLETION PERIOD:** The period of supply of material at Omkareshwar Power Station, Central Store (FOR), completed in all aspects as per technical specifications shall be **20 Weeks** from the date of LOA.
5. **DELAY IN Supply:** If the firm fails to complete the work or any part thereof, within the prescribed time of completion or any extension thereof, the firm shall pay to the purchaser, the penalty equal to the amount computed @ ½ (half) percent per week or part thereof of the whole work order value subject to a maximum of 10% (Ten) percent of the work order value. In addition to the above penalty, taxes applicable on such penalty shall also be deducted from the firm.
6. **GUARANTEE/WARRANTY:** Material to be supplied shall be guaranteed against any defect or inadequate design/workmanship or proper fitment in a suitable location for 12 months from the date of installation or 18 months from the date of supply. In case the manufacturer guarantee/warranty period stands for a longer duration, the longer guarantee/warranty shall be applicable. In the event of the Occurrence of a fault during the guarantee Period, the same shall be replaced/made good by you, free of cost including the cost of transportation and packing.
7. **PERFORMANCE BANK GUARANTEE:** The Performance Bank Guarantee (PBG), 5% of the Supply Order value shall be required to be submitted within 28 days from the date of LOA and shall remain valid up to 03 months after the expiry of the extended guarantee/warranty period.
8. **PAYMENT TERMS:-**
  - 8.1 100% payment including 100% taxes of the supply after deducting an amount equivalent to PBG (In case of non-submission) shall be made within 30 days after receiving the supply at Central Store, Omkareshwar Power Station, subject to submission of the following documents:
    - a. Evidence of dispatch (GR/LR etc.),
    - b. Contractors detailed invoice (supply),
    - c. Detailed packing list,
    - d. Test certificate(s), if applicable,
    - e. Inspections report / Dispatch instructions signed by an authorized representative of Omkareshwar Power Station.
    - f. Copy of Insurance Intimation/Cover
    - g. Guarantee/Warranty certificate.
    - h. Copy of e-way bill.

ओंकारेश्वर पावर स्टेशन (520 मेगावाट), प्रशासनिक भवन, ऊर्जा विहार, सिद्धवरकूट, जिला खंडवा, 450554 (म.प्र.) फोन/फैक्स - 07280 271720/271723  
Omkareshwar Power Station (520 MW), Admin Block, "Urja Vihar", Siddhwarkut, Dt. Khandwa, 450554 (MP), Phone/Fax: 07280-271723 / 271720

पंजीकृत कार्यालय: एन.एच.डी.सी. परिसर, होटल लेकव्यू अशोक के पास, श्यामला हिल्स, भोपाल, पिन: 462013 (म.प्र.)

Registered Office: NHDC Parisar, Near Hotel Lake View Ashoka, Shyamla Hills, Bhopal, PIN: 462 013 (MP)

Website: www.nhdcindia.com फोन/Telephone: 0755 - 4030014, 2660874, फैक्स/ Fax: 0755 - 4030080,



एन एच डी सी लिमिटेड

(एनएचपीसी लिमिटेड एवं मध्यप्रदेश शासन का संयुक्त उद्यम)

**NHDC Limited**

(A Joint Venture of NHPC Limited & Government of M.P.)

- 8.2 Withheld 05% amount of Supply order against PBG shall be released on receipt of duly verified PBG or after the expiry of the Guarantee/Warranty Period subject to the end-user certifying that no liability is attached to the supplier.
9. **ENGINEER-IN-CHARGE:** H.O.D (O&EM), Omkareshwar Power Station.
10. **PAYING AUTHORITY:** H.O.D. (Finance), Omkareshwar Power Station shall be the paying authority for the work.
11. **CONSIGNEE:** HOD, Central Store, NHDC Omkareshwar Power station, Siddhwarkut, Dist: Khandwa (M.P) PIN: 450554
12. **INSPECTION:** Before dispatch, an inspection of the items at the firm's premises/shop/godown/manufacturer's place shall be made by an authorized representative of NHDC, Omkareshwar Project as per the relevant standards. Advance intimation, in this regard, may be given by the firm. All types of arrangements regarding the inspection of the material along with required testing equipment shall have to be arranged by the firm.
13. **TRANSIT INSURANCE:** Transit Insurance of the item to be supplied is in the scope of the supplier/contractor.
14. **DISPUTE:** In case of any dispute or difference in interpretation of any clause of the work order, the decision of HoP, Omkareshwar Power Station, or his authorized representative shall be final and binding to both i.e. the firm and NHDC.

ओंकारेश्वर पावर स्टेशन (520 मेगावाट), प्रशासनिक भवन, ऊर्जा विहार, सिद्धवरकूट, जिला खंडवा, 450554 (म.प्र.) फोन/फैक्स - 07280 271720/271723  
Omkareshwar Power Station (520 MW), Admin Block, "Urja Vihar", Siddhwarkut, Dt. Khandwa, 450554 (MP), Phone/Fax: 07280-271723 / 271720

पंजीकृत कार्यालय: एन.एच.डी.सी. परिसर, होटल लेकव्यू अशोक के पास, श्यामला हिल्स, भोपाल, पिन: 462013 (म.प्र.)

Registered Office: NHDC Parisar, Near Hotel Lake View Ashoka, Shyamla Hills, Bhopal, PIN: 462 013 (MP)

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**NHDC LIMITED**  
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**SECTION - IV**  
**TECHNICAL SPECIFICATION**

**OMKARESHWAR POWER STATION**



**Technical Specification SCALANCE XM416-4C (6GK5416-4GR00-2AM2)**

SCALANCE XM416-4C; managed modular IE switch; 16x 10/100/1000 Mbit/s RJ45; 4x 100/1000 Mbit/s SFP; contains 4 combo ports; in total 16 ports can be used; expandable to 24 ports electrical or optical; assembly: DIN rail/S7 mounting rail, PROFINET IO device; redundancy functions; office features (RSTP, VLAN, IGMP); C-PLUG in scope of supply; Layer 3 integrated;

**Transfer rate**

transfer rate	10 Mbit/s, 100 Mbit/s, 1000 Mbit/s
---------------	------------------------------------

number of ports / maximum	24
---------------------------	----

**Interfaces / for communication / maximum configuration for modular devices**

number of electrical ports / maximum	24
--------------------------------------	----

number of electrical ports / with PoE / maximum	8
---	---

number of optical ports / maximum	12
-----------------------------------	----

**Interfaces / for communication / Integrated**

number of electrical connections	
----------------------------------	--

• for network components or terminal equipment	16; RJ45 with securing collar
--	-------------------------------

number of 10/100/1000 Mbit/s RJ45 ports / integrated	
--	--

• with securing collar	16
------------------------	----

number of electrical connections	
----------------------------------	--

• for SFP	4; 100 Mbit/s or 1000 Mbit/s SFP plug-in transceiver
-----------	--

number of combo ports / with RJ45 interface for optical plug-in	4; 100 Mbit/s or 1000 Mbit/s SFP plug-in transceiver
---	--

number of connectable extender modules	1
--	---

**Interfaces / for communication / plug-in**

number of 10/100/1000 Mbit/s RJ45 ports	
---	--

• with securing collar	8
------------------------	---

• with securing collar / with PoE	8
-----------------------------------	---

number of 100 Mbit/s LC ports	
-------------------------------	--

• for multimode	12
-----------------	----

• for single mode (LD)	12
------------------------	----

• for single mode (LH+)	12
-------------------------	----

• for single mode (ELH200)	12
----------------------------	----

number of 1000 Mbit/s LC ports	
--------------------------------	--

• for multimode	12
-----------------	----

• for single mode (LD)	12
------------------------	----

• for single mode (LH)	12
------------------------	----

• for single mode (LH+)	12
-------------------------	----

• for single mode (ELH)	12
-------------------------	----

number of electrical connections	
----------------------------------	--

• for SFP	12; 100 Mbit/s or 1000 Mbit/s SFP plug-in transceiver
-----------	---

**Interfaces / others**

number of electrical connections	
----------------------------------	--

• for operator console	1
------------------------	---

• for management purposes	1
---------------------------	---

• for signaling contact	1
-------------------------	---

• for power contact	1
---------------------	---

type of electrical connection	
-------------------------------	--

• for operator console	RJ11
------------------------	------

• for management purposes	RJ45
---------------------------	------

• for signaling contact	2-pole terminal block
-------------------------	-----------------------

number of extender expansion interfaces	2
---	---

design of the removable storage	
---------------------------------	--

• C-PLUG	Yes
----------	-----

• C-PLUG/KEY-PLUG	Yes
-------------------	-----

product feature / hot-swappable interface modules	Yes
---	-----

**signal inputs/outputs**

operating voltage / of the signaling contacts	
---	--

• at DC / rated value	24 V
-----------------------	------

operational current / of the signaling contacts	
---	--

• at DC / maximum	0.1 A
-------------------	-------

**supply voltage, current consumption, power loss**

product component / connection for redundant voltage supply	Yes
---	-----

supplied active power / of PSE / with PoE	
• per port / maximum	30 W
• total / maximum	180 W
<b>type of voltage / 1 / of the supply voltage</b>	DC
• supply voltage / 1 / rated value	24 V
• power loss [W] / 1 / rated value	48 W
• supply voltage / 1 / rated value	19.2 ... 28.8 V
• consumed current / 1 / maximum	2 A
• type of electrical connection / 1 / for power supply	4-pole terminal block
• product component / 1 / fusing at power supply input	Yes
<b>ambient conditions</b>	
ambient temperature	
• during operation	-40 ... +70 °C
• during storage	-40 ... +85 °C
• during transport	-40 ... +85 °C
relative humidity	
• at 25 °C / without condensation / during operation /	95%
protection class IP	IP20
<b>design, dimensions and weights</b>	
design	modular
width	140 mm
height	147 mm
depth	125 mm
net weight	1.25 kg
fastening method	
• 35 mm top hat DIN rail mounting	Yes
• S7-300 rail mounting	Yes
• S7-1500 rail mounting	Yes
<b>product features, product functions, product components / general</b>	
cascading in the case of a redundant ring / at reconfiguration	50
cascading in cases of star topology	any (depending only on signal propagation time)
<b>product functions / management, configuration, engineering</b>	
product function	
• CLI	Yes
• web-based management	Yes
• MIB support	Yes
• TRAPs via email	Yes
• configuration with STEP 7	Yes
• RMON	Yes
• port mirroring	Yes
• multiport mirroring	Yes
• CoS	Yes
• PROFINET IO diagnosis	Yes
PROFINET conformity class	B
product function / switch-managed	Yes
telegram length / for Ethernet / maximum	9216 byte
protocol / is supported	
• Telnet	Yes
• HTTP	Yes
• HTTPS	Yes
• TFTP	Yes
• FTP	Yes
• BOOTP	Yes
• GMRP	Yes
• DCP	Yes
• LLDP	Yes
• EtherNet/IP	Yes
• SNMP v1	Yes
• SNMP v2	Yes
• SNMP v3	Yes
• IGMP (snooping/querier)	Yes
	Yes

identification & maintenance function	
• I&M0 - device-specific information	Yes
• I&M1 - higher level designation/location designation	Yes
<b>product functions / diagnostics</b>	
product function	
• port diagnostics	Yes
• statistics Packet Size	Yes
• statistics packet type	Yes
• error statistics	Yes
• SysLog	Yes
<b>product functions / VLAN</b>	
product function	
• VLAN - port based	Yes
• VLAN - protocol-based	Yes
• VLAN - IP-based	Yes
• VLAN dynamic	Yes
number of VLANs / maximum	255
number of VLANs - dynamic / maximum	255
protocol / is supported / GVRP	Yes
<b>product functions / DHCP</b>	
product function	
• DHCP client	Yes
• DHCP Option 82	Yes
• DHCP Option 66	Yes
• DHCP Option 67	Yes
<b>product functions / routing</b>	
service / routing / note	IP routing integrated
product function	
• static IP routing	Yes
• static IP routing IPv6	Yes
• dynamic IP routing	Yes
• dynamic IP routing IPv6	Yes
protocol / is supported	
• RIPv2	Yes
• RIPv6 for IPv6	Yes
• OSPFv2	Yes
• OSPFv3 for IPv6	Yes
• VRRP	Yes
• VRRP for IPv6	Yes
<b>product functions / redundancy</b>	
product function	
• of the PROFINET IO device / is supported / PROFINET system redundancy	Yes
• ring redundancy	Yes
• High Speed Redundancy Protocol (HRP)	Yes
• high speed redundancy protocol (HRP) with redundancy manager	Yes
• high speed redundancy protocol (HRP) with standby redundancy	Yes
protocol / is supported / Media Redundancy Protocol (MRP)	Yes
product function	
• media redundancy protocol (MRP) with redundancy manager	Yes
• Media Redundancy Protocol Interconnection (MRP-I)	Yes
• of the PROFINET IO device / is supported / H-Sync forwarding	Yes
• redundancy procedure STP	Yes
• redundancy procedure RSTP	Yes
• redundancy procedure RSTP+	Yes
• redundancy procedure MSTP	Yes
• passive listening	Yes
protocol / is supported	
• LACP	Yes
<b>product functions / security</b>	
product function	
• ACL - MAC-based	Yes
• ACL - port/MAC-based	Yes

• IEEE 802.1x (radius)	Yes
• broadcast/multicast/unicast limiter	Yes
• broadcast blocking	Yes
protocol / is supported	
• SSH	Yes
• SSL	Yes
<b>product functions / time</b>	
product function	
• SICLOCK support	Yes
• NTP-client	Yes
• SNTP client	Yes
protocol / is supported	
• NTP	Yes
• SNTP	Yes
<b>system modification during operation</b>	
product function / configuration in RUN via CiR/H-CiR	Yes
<b>standards, specifications, approvals</b>	
standard	
• for FM	FM3611: Class 1, Divison 2, Group A, B, C, D / T4, Class 1, Zone 2, Group IIC, T4
• for safety / from CSA and UL	UL 508, UL 60950-1, CSA C22.2 Nr. 60950-1-03
• for emitted interference	EN 61000-6-4 (Class A)
• for interference immunity	EN 61000-6-2
MTBF	22 a
reference code	
• according to IEC 81346-2	KF
• according to IEC 81346-2:2019	KFE
<b>standards, specifications, approvals / CE</b>	
certificate of suitability / CE marking	Yes
certificate of suitability / RoHS conformity	Yes; 2011/65/EU
<b>standards, specifications, approvals / hazardous environments</b>	
standard / for hazardous zone	
• from CSA and UL	EN 60079-0: 2009, EN60079-15: 2010, II 3 G Ex nA IIC T4 Gc, KEMA 07 ATEX 0145 X, IECEx DEK 14.0025X ISA 12.12.01-2012 (Hazardous Location), Class 1 / Division 2 / Group A, B, C, D / T4, Class 1 / Zone 2 / Group IIC / T4
certificate of suitability	
• CCC / for hazardous zone according to GB standard	Yes
• CCC / for hazardous zone according to GB standard/as marking	Ex nA IIC T4 Gc
<b>standards, specifications, approvals / other</b>	
certificate of suitability	EN 61000-6-2, EN 61000-6-4
• C-Tick	Yes
• KC approval	Yes
<b>standards, specifications, approvals / marine classification</b>	
Marine classification association	
• American Bureau of Shipping Europe Ltd. (ABS)	Yes
• French marine classification society (BV)	Yes
• DNV GL	Yes
• Lloyds Register of Shipping (LRS)	Yes
• Nippon Kaiji Kyokai (NK)	Yes
• Polski Rejestr Statkow (PRS)	Yes
• Royal Institution of Naval Architects (RINA)	Yes

**Detailed Technical Specifications**

- 1. SIMATIC S7-300, Analog input SM 331, isolated, 2/3/4-wire, 8 AI, Resistor, Pt100/200/1000, NI100/120/200/500/1000, CU10, characteristics according to GOST 16 (internal 24) bit, 50ms, 1x 40-pole, Article Number: 6ES7331-7PF01-0AB0, Make Siemens**

**A. Supply voltage**

Load voltage L+

- Rated value (DC) 24 V
- Reverse polarity protection Yes

**B. Input current**

- From load voltage L+ (without load), max. 240 mA
- From backplane bus 5 V DC, max. 100 mA

**C. Power loss**

- Power loss, typ. 4.6 W

**D. Analog inputs**

- Number of analog inputs 8
- For resistance measurement 8
- Permissible input voltage for voltage input (destruction limit), max. -75 V; 35 V continuous, 75 V for max. 1 s (mark to space ratio 1:20)

**E. Analog value generation for the inputs (Integration and conversion time/resolution per channel)**

- Resolution with over range (bit including sign), max
  - -16 bit; Two's complement
- Integration time, parameterizable Yes
- Basic conversion time (ms) up to 4 channels: 10 ms per module, over 5 channels: 190 ms per module, 8 channels: 80 ms
- Interference voltage suppression for interference frequency f1 in Hz 400 / 60 / 50 Hz

**F. Errors/accuracies**

Operational error limit in overall temperature range)

- Resistance, relative to input range, (+/-) 0.1 %
- Resistance thermometer, relative to input range, (+/-) ±1 K

Basic error limit (operational limit at 25 °C)

- Resistance, relative to input range, (+/-) 0.05 %
- Resistance thermometer, relative to input range, (+/-)±0.5 K

**G. Alarms**

- Diagnostic alarm Yes; Parameterizable per group
- Limit value alarm Yes; Parameterizable

- Hardware interrupt Yes; Parameterizable, channels 0 to 7
- H. Diagnostic messages
  - Diagnostic information readable Yes
- I. Diagnostics indication LED
  - Group error SF (red) Yes
- J. Potential separation
  - Potential separation analog inputs
    - Between the channels Yes
    - Between the channels, in groups of 2
    - Between the channels and backplane bus Yes
    - Between the channels and the power supply of the electronics Yes
- K. Isolation
  - Isolation tested with 500 V DC
- L. Connection method
  - Required front connector 40-pin

**2. SIMATIC S7-300, Analog input SM 331, isolated, 8 AI, Resolution 9/12/14 bits, U/I/thermocouple/resistor, alarm, diagnostics, 1x 20-pole Removing/inserting with active backplane bus, Article Number 6ES7331-7KF02-0AB0, Make Siemens**

- A. Supply voltage
  - Load voltage L+
    - Rated value (DC) 24 V
    - Reverse polarity protection Yes
- B. Input current
  - From load voltage L+ (without load), max. 30 mA
  - From backplane bus 5 V DC, max. 50 mA
- C. Power loss
  - Power loss, typ. 1 W
- D. Analog inputs
  - Number of analog inputs 8
  - For resistance measurement 4
  - Permissible input voltage for voltage input (destruction limit), max. -20 V; continuous, 75 V for max. 1 s (mark to space ratio 1:20)
  - Permissible input voltage for current input (destruction limit), max. -40mA
  - Constant measurement current for resistance for resistance-type transmitter, typ -1.67mA

E. Analog value generation for the inputs (Integration and conversion time/resolution per channel)

- Resolution with over range (bit including sign), max
  - -15 bit; Uni Polar; 9/12/12/14 bit; bipolar; 9 bit+ sign/12 bit+ sign/14 bit + sign
- Integration time, parameterizable Yes; 2.5/16.67/20/100 ms
- Basic conversion time (ms) : 3/17/22/102 ms
- Interference voltage suppression for interference frequency f1 in Hz 400 / 60 / 50 Hz

F. Errors/accuracies

Operational error limit in overall temperature range)

- Voltage, relative to input range (+/-) 1 %,  $\pm 1$  % (80mV);  $\pm 0.6\%$  (250mV to 1000mV),  $\pm 0.8$  % (2.5V to 10 V)
- Current, relative to input range (+/-):- 0.7 % From 3.2 to 20mA
- Resistance relative to input range 0.7%; 150,300,600 Ohm
- Resistance thermometer, relative to input range, (+/-) 0.7%;  $\pm 0.7$  % (Pt100/Ni100);  $\pm 0.85$  (Pt 100 climate)
- Thermocouple, relative to input range (+/-) 1.1 % Type E, J, K, L, N

Basic error limit (operational limit at 25 °C)

- Voltage, relative to input range (+/-) 0.6 %,  $\pm 0.4$  % (250mV to 1000mV);  $\pm 0.6\%$  (2.5mV to 10mV);  $\pm 0.7\%$  (80mV)
- Current, relative to input range (+/-):- 0.5 % from 3.2 to 20mA
- Resistance relative to input range 0.5%; 150,300,600 Ohm
- Resistance thermometer, relative to input range, (+/-) 0.6%;  $\pm 0.5$  % (Pt100/Ni100);  $\pm 0.6$  (Pt 100 climate)
- Thermocouple, relative to input range (+/-) 0.7 % Type E, J, K, L, N

G. Alarms

- Diagnostic alarm Yes; Parameterizable Channels 0 and 2
- Limit value alarm Yes; Parameterizable

H. Diagnostic messages

- Diagnostic information readable Yes

I. Diagnostics indication LED

- Group error SF (red) Yes

J. Potential separation

Potential separation analog inputs

- Between the channels No
- Between the channels and backplane bus Yes
- Between the channels and the power supply of the electronics Yes

K. Isolation

- Isolation tested with 500 V DC

L. Connection method

- Required front connector 40-pin

**NHDC LIMITED**  
**(A Joint venture of NHPC Limited & Govt. of M.P.)**



**SECTION - V**  
**TENDER FORMS**

**OMKARESHWAR POWER STATION**



## TENDER ACCEPTANCE FORM

To,

**Dy. General Manager (C&P)**  
 Omkareshwar Power Station,  
 Administrative Block,  
 "URJA VIHAR", Siddhwarkut  
 Distt – Khandwa, 450 554 (MP)

1. I/We have read and examined the following tender document relating to the **"Supply of Analog Input Cards & Scalance IE Switch (Managed Modular Switch) for Automation System at Omkareshwar Power Station"**
  - a. Notice Inviting Tender
  - b. Instruction to the bidders
  - c. Terms and condition
  - d. Scope of Work and Technical Specification
  - e. Tender Forms
  - f. Schedule of Quantities and Prices
2. I/We hereby tender for execution of the works referred to in the documents mentioned in the paragraph -I above up to the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the specifications/design drawings/ and other details given therein and at the rates contained in the Schedule 'A' and subject to such terms and conditions as stipulated in terms & condition of Contract.
3. I/We agree to keep this tender open for acceptance for **120 days** from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord **Rs.1,46,000/-** is here by forwarded in the shape of DD/BC/BG of a Bank as earnest money. I/We agree that if I/We fail to keep the validity of tender open, as aforesaid or make any modification in the terms and conditions of my/our tender on our own accord and/or after the acceptance of our tender if I/we fail to commence the execution of the works as provided in the documents referred to in paragraph 1 above, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid and debar me/us from bidding for a period as may be considered fit by the corporation.  
  
 Should this tender be accepted, I/We agree to abide by and fulfill all the terms and conditions and provisions of the above-mentioned tender documents.
4. I/We certify that the Tender submitted by me/us is strictly in accordance with terms, conditions, specifications etc. as contained in your tender documents referred to in paragraph 1 above and it is further certified that it does not contain any deviations to the aforesaid documents.

Witness: .....  
 Date:.....

Signature in the capacity of  
 .....

Address.  
 .....

Duly authorized to sign the Tender on behalf of the

(IN BLOCK LETTERS)

Date.....

Telegraphic Address.....

Telephone No. ....

**Authorization Letter**

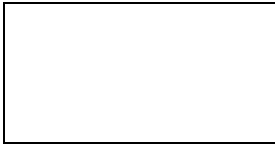
**To be submitted by the Bidder**

M/s.....having its registered office at .....

hereby authorize Mr/Ms.....(Name & Position), to sign the quotation and other document related to **NIT No. NHDC/3/C/1070/NIT-700/24/358 Date: 08.02.2024** for **“Supply of Analog Input Cards & Scalance IE Switch (Managed Modular Switch) for Automation System at Omkareshwar Power Station”** floated by Omkareshwar Power Station, NHDC Limited.

He signs as under:-

**Name of Proprietor  
With Sign & Seal**



Sign of the Authorized person

**Name of Proprietor/Directors  
With Sign & Seal**

**Note : If the tender is submitted by a Limited company or limited Corporation it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender instead of above form no. 2.**

**NHDC LTD.**

(Regd. Office, NHDC Parisar, Shyamla Hills, Bhopal – 462013 (M.P)  
Omkareshwar Power Station, Siddhwarkut, Khandwa

**Form for identifying the bidder under 'Related Party Disclosures'**

(To be filled in by the respective enterprise/firm/corporation)

1. Name of the enterprise/firm/corporation & .....  
Address. ....  
.....
2. Nature of business of the Engaged in Mfg. or Providing/ tendering  
firm/corporation/entity Production of goods ☐ of Services ☐
3. Nature of business with **NHDC Limited** .....  
.....

**Whether the bidder falls under any of the categories  
of 'Related Party' with respect to NHDC as details below**

- **Yes / No**

**If "Yes" please submit the details as below: -**

Sl. No.	Description	Yes / No	If yes, then nature of relation, name of relative, Designation, Employee No. etc.
1	Holding companies, subsidiaries and fellow subsidiaries.		
2	Associates and joint ventures		
3	Individuals (incl. their relatives) – having voting power giving them control or significant influence.		
4	Key management personnel including their relatives		
5	Enterprises where controlling individual or key managerial personnel has significant influence		
6	The bidder is any director of the NHDC, firm, association partner of the firm, or member of association of persons or Hindu undivided family, or any family relative of such director, partner or member		
7	Any individual who has a substantial interest in the business or profession of the NHDC, or any relative of such individual		
8	A company, firm, association of persons or Hindu undivided family having substantial interest in the business or profession of the NHDC or any director, partner or member of such company, firm, association or family, or any relative of such director, partner or member.		
9	A company, firm, association of persons or Hindu undivided family of which a director, partner or member, as the case may be, has a substantial interest in the business or profession of the NHDC; or any director, partner or member of such company, firm, association or family or any relative of such director, partner or member		
10	Any person who carries on a business or profession Where the bidder being an individual, or any relative of such bidder, has a substantial interest in the business or profession of that person.		

**Signature of authorized Person of bidder  
With Seal and Date**

**NHDC LTD.**

Omkareshwar Power Station, Siddhwarkut, Khandwa, PIN-450554

**FORMAT FOR PAYMENT TO THE BIDDER THROUGH ECS/ RTGS/ NEFT/ NET BANKING**

1. Name of the enterprise/firm/corporation & .....  
 Address. ....  
 .....  
 E-Mail ID .....  
 Phone/ Mobile no. ....

2. Particular's of bank account

- Bank Name .....  
 Branch Name .....  
 Branch Code .....  
 Address of Bank .....  
 Telephone no. of bank .....

9-Digit code no of bank & branch (MICR code)

--	--	--	--	--	--	--	--	--	--

(Enclosed a copy of cancelled cheque for record and correctness of code number)

IFSC Code of the beneficiary bank

--	--	--	--	--	--	--	--	--	--	--	--

Account Type (Saving/ Current/ Cash Credit) .....

Bank account number of the party .....

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

I agree to bear bank charges for transaction through ECS/ NEFT/ RTGS.

Signature of authorized Person of bidder  
 with Seal and Date

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

(Bank's Stamp)

Signature of authorized official from the bank

**CERTIFICATE FOR ADHERENCE OF FRAUD PREVENTION POLICY**

This is to certify that I/We would adhere to the Fraud Prevention Policy of NHDC Ltd., and not indulge or allow anybody else working in our organisation to indulge in fraudulent activities and would immediately apprise the organisation of the fraud/ suspected fraud as soon as it comes to our notice.

**(Signature of Authorized Representative of Bidder)**

**Stamp of the firm**

**DECLARATION/UNDERTAKING FOR MSE FIRMS**

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

(i) [ ] - Micro Enterprise

(ii) [ ] - Small Enterprise

(iii) [ ] - Medium Enterprise.

(iv) Whether belongs to SC/ST [Yes / No]

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

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

**(Signature of Authorized Representative of Bidder)**

**Stamp of the Firm**

**DECLARATION BY THE BIDDER**

I/We, M/s.....(Name of Bidder) hereby certify that I/we have not been banned/de-listed/ black-listed/ debarred from business by any PSU/Govt. Department during last 03(three) years on the grounds mentioned in para 6 of guidelines of Banning of Business dealing (Annexure-II), T&C Clause (17) of tender document.

**(Signature of Authorized Representative of Bidder)**

**Stamp of the Firm**

Details of Registration of various Suppliers / Customers of NHDC Ltd.				
Sr. No.	Data Particulars	Data		
1.	Supplier / Recipient Name			
2.	Type of Supplier / Recipient ( for B2B Suppliers)	Registered / Unregistered / Composite / Foreign/ Casual / Consumer (strike out whichever is not applicable)		
3.	ARN NUMBER			
4.	Provisional GSTIN (for B2 B suppliers)			
5.	Address of Registered place of Business of supplier under GST along with state code and PIN code for (B2Bsuppliers)			
6.	PAN			
7.	TAN			
8.	Name and Designation of contact person			
9.	Email address			
10.	Mobile Number			
11.	Phone Number			
12.	Contract wise HSN/SAC code-wise details of all contractors for goods and services pending settlement as on date.	Contract No.	HSN/SAC Code	BOQ item of contract *
<b>Disclaimer:</b>				
I	It is intimated that NHDC Ltd. Shall not be responsible in any manner, whatsoever, for the failure of suppliers to claim any credit/ off-set or any other benefit under GST due to non-submission/incorrect or incomplete or late submission of GST details vide above Annexure. NHDC Ltd. Disclaims all liability (current or future), penalty interest etc. Under the GST that may arise due to any such bid reason whatsoever.			
II	It is further intimated that furnishing the requested data will also be in the interest of all suppliers for timely settlement of their bills.			
NOTE*	Wherever relevant and feasible.			

(Seal &amp; Signature of the Bidder)



## General Information

1.	Name of Firm				
2.	Head office Address		Country:		
3.	Telephone Fax E-mail		Contact Person (s) Name Title / Position		
4.	Place of incorporation / registration date				
5.	Legal Status of firm Field of specialty in business				
6.	Whether MSEs or Start-Up (tick in the appropriate box)	MSE	Startup		
7.	Number of present permanent employees	Detail	Civil Engineers	Other Engrs.	Non Engineering
		Nos.			
8.	Quality assurance system in head office		Certified by :		
9.	Agent or representative in India (if exists) Name Address Telephone Fax & Email				

Date

Signature

**DECLARATION REGARDING APPLICABILITY OF START UPS UNDER START UP INDIA INITIATIVE.**

To,

Name &amp; Address of the Employer

**Subject: Declaration as regard to applicability of startup India Initiatives**

Startup India Initiative has been introduced by the Government of India and notified their definition in the Gazette notification –G. S. R. 501(E) dt. 23.05.2017, Following, are the relevant provisions of the notification as regard to consider any entity as startup:-

- a) If it is incorporated as a private limited company (as defined in the Companies Act. 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India; and
- b) Up to seven years from the date of its incorporation/ registration, however, in the case of Startups in the biotechnology sector, the period shall be up to ten years from the date of its incorporation/ registration; and
- c) If its turnover for any of the financial years since incorporation/ registration has not exceeded Rupees 25 crores; and
- d) If it is working towards innovation, development or improvement of products or processes or services. Or if it is a scalable business model with a high potential of employment generation or wealth creation.

Provided that any such entity formed by splitting up or reconstruction of a business already in existence shall not be considered a “startup”

Provided further that in order to obtain tax benefit a startup should:

- i ) be a private limited company (as defined in the Comp Companies Act, 2013) or a limited liability partnership (as defined under the Limited Liability Partnership Act.2008) which is incorporated on or after the 1<sup>st</sup> day of April, 2016 but before the 1<sup>st</sup> day of April, 2019, and
- II) be working towards innovation, development or improvement of products or processes or services, or should be a scalable business model with a high potential of employment generation or wealth creation, and
- iii) obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification as constituted by Department of industrial Policy and Promotion from time to time.

As such, it is requested to provide the confirmation as regard to applicability of Startup India Initiative to your firm by submitting the declaration/ undertaking by \_\_\_\_\_(last date of bid submission)/

-----Sd-----

(Authorized Representative of Concerned  
Procurement Division)

contract &

**Declaration/Undertaking**

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

[---]Applicable to us and our organization falls under the definition of Startups.

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

Please (tick) the appropriate box [ ] and attach documents/ Certificates, if any.

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

**(Authorized Representative of Firm)**

**Details of Tender Fee Paid through Electronic mode**

**Account Details of NHDC Ltd. For getting Credit of Tender Fee (Details Enclosed)**

NAME OF ACCOUNT HOLDER	-	NHDC LTD. OSP
NAME OF BANK	-	BANK OF INDIA
BRANCH NAME	-	NHDC LTD. SIDDHWARKUT
ADDRESS	-	NHDC LTD. OMKARESHWAR POWER STATION, SIDDHWARKUT, DISTT-KHANDWA PIN-450554 (M.P.)
ACCOUNT NUMBER	-	953120110000017
IFSC CODE	-	BKID0009531

**Bidders are requested to fill the following information**

Name of Bidder	-
Tender/NIT No.	- NHDC/3/C/1070/NIT-700/24/358 Date: 08.02.2024
Details of Payment Made-towards tender Fee	-
1. UTR/Reference number	-
2. Debit Branch	-
3. Debit Status	-
4. Transaction Date	-
5. Transaction Type	-

Note- Payment failure at any stage shall be the responsibility of the bidders. The tender submitted without tender fee shall lead to disqualification from the Bid.

**NO DEVIATION CERTIFICATE**

This is to certify that our offer is exactly in line with your tender specification document no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

**Signed By:**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date & Place:** \_\_\_\_\_

**Phone/ Fax/Mobile/ Email:** \_\_\_\_\_

**Stamp & Seal:** \_\_\_\_\_

*Note: This 'No Deviation Certificate' should be **on the letter head** of Bidder*



**(ANTI-PROFITEERING CERTIFICATE)  
(To be provided on the letter head of the Company)**

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 of tax on supply of Goods or Services or availability of Input Tax Credit, by way of commensurate reduction in prices.

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

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

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

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

**Place:**

**Date:**

**[Signature of Authorized Signatory of Bidder]**

**Name:**

**Designation:**

**Seal:**

**Name of Work: Supply of Analog Input Cards & Scalance IE Switch (Managed Modular Switch) for Automation System at Omkareshwar Power Station.**

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

Item Description	Country of Origin	%of Local Contents
SIMATIC S7-300, Analog input SM 331, isolated, 2/3/4-wire, 8 AI, Resistor, Pt100/200/1000, NI100/120/200/500/1000, CU10, characteristics according to GOST 16 (internal 24) bit, 50ms, 1x 40-pole, Article Number: 6ES7331-7PF01-0AB0, Make Siemens.		
SIMATIC S7-300, Analog input SM 331, isolated, 8 AI, Resolution 9/12/14 bits, U/I/thermocouple/resistor, alarm, diagnostics, 1x 20-pole Removing/inserting with active backplane bus, Article Number: 6ES7331-7KF02-0AB0, Make Siemens.		
SCALANCE XM416-4C; managed modular IE switch; 16x 10/100/1000 Mbit/s RJ45; 4x 100/1000 Mbit/s SFP; contains 4 combo ports; in total 16 ports can be used; expandable to 24 ports electrical or optical; assembly: DIN rail/S7 mounting rail, PROFINET IO device; redundancy functions; office features (RSTP, VLAN, IGMP); C-PLUG in scope of supply; layer 3 Integrated. Article Number : 6GK5416-4GR00-2AM2		
Plug-in transceiver (SCALANCE X accessory) SFP992-1LD; 1x 1000 Mbit/s, Optical LC port, Single-mode optical up to max. 10 km. Article Number: 6GK5992-1AM00-8AA0 alongwith full duplex singlemode patchcord (LC to ST) of 05 meter length.		

*Signature and Seal of bidder (Authorized signatory*

**NHDC LIMITED**  
**(A Joint venture of NHPC Limited & Govt. of M.P.)**



**SECTION - VI**

**SCHEDULE OF QUANTITY AND PRICES (BOQ)**  
**(To be submitted .xls format in cover 2)**

**OMKARESHWAR POWER STATION**

Help

Bidder Name :										
<p align="center"><b><u>SCHEDULE OF QUANTITY AND PRICES (Schedule-A)</u></b></p> <p align="center"><b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b></p>										
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC UNIT RATE In <b>Figures</b> To be entered by the <b>Bidder</b> Rs. P	CGST (Amount) (for unit qty.) Rs. P (Not in %)	SGST Amount (for unit qty.) Rs. P (Not in %)	IGST Amount (for unit qty.) Rs. P (Not in %)	Unit rate with Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1	SIMATIC S7-300, Analog input SM 331, isolated, 2/3/4-wire, 8 AI, Resistor, Pt100/200/1000, NI100/120/200/500/1000, CU10, characteristics according to GOST 16 (internal 24) bit, 50ms, 1x 40-pole, Article Number: 6ES7331-7PF01-0AB0, Make Siemens.	25	No.					0.00	0.00	INR Zero Only
2	SIMATIC S7-300, Analog input SM 331, isolated, 8 AI, Resolution 9/12/14 bits, U/I/thermocouple/resistor, alarm, diagnostics, 1x 20-pole Removing/inserting with active backplane bus, Article Number: 6ES7331-7KF02-0AB0, Make Siemens.	4	No.					0.00	0.00	INR Zero Only
3	SCALANCE XM416-4C; managed modular IE switch; 16x 10/100/1000 Mbit/s RJ45; 4x 100/1000 Mbit/s SFP; contains 4 combo ports; in total 16 ports can be used; expandable to 24 ports electrical or optical; assembly: DIN rail/S7 mounting rail, PROFINET IO device; redundancy functions; office features (RSTP, VLAN, IGMP); C-PLUG in scope of supply; layer 3 Integrated. Article Number : 6GK5416-4GR00-2AM2	3	No.					0.00	0.00	INR Zero Only
4	Plug-in transceiver (SCALANCE X accessory) SFP992-1LD; 1x 1000 Mbit/s, Optical LC port, Single-mode optical up to max. 10 km. Article Number: 6GK5992-1AM00-8AA0 alongwith full duplex singlemode patchcord (LC to ST ) of 05 meter length.	6	No.					0.00	0.00	INR Zero Only
5	NOTE: 1) Transit Insurance shall be in the scope of the supplier. 2) Bidder should quote unit basic rate inclusive of packing, forwarding, handling and freight charges for F.O.R. Omkareshwar Power Station in column no.5. 3) Bidder shall quote unit <b>CGST, SGST</b> amount in <b>column no. 6 &amp; 7</b> respectively for intra-state supply or shall quote <b>IGST</b> amount in <b>column no. 8</b> for inter-state supply. 4) Bidders are requested to verify carefully the amount entered by them in respective column and the amount generated automatically through formulae before uploading it to the portal									
<b>Total in Figures</b>								<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>								