

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. 73.56 Lakh (including taxes)	
Earnest Money	Rs. 1,47,000/- EMD to be deposited in the shape of Demand Draft / Bankers Cheque/ BG	
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/1124/NIT-772/25/604	
	Dated:	04.06.2025
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 DD/BC/Pay Order or duly filled 'Annexure-X' in case of NEFT/RTGS towards Tender fee (Non- refundable) of Rs. 1180/- inclusive of GST	
2.	Scanned copy of DD/ BC/ BG of Earnest money Deposit of Rs. 1,47,000/-	
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.	Duly Signed & Stamped Copy of Scope of Work, Annexure-V	
11.	Duly Signed & Stamped Copy of Technical Specifications, Annexure-IV	
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: 27.06.2025, 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 DD/BC/Pay Order or duly filled 'Annexure-X' in case of NEFT/RTGS towards Tender Fee/ Notarized copy of valid exemption Certificate towards exemption of Tender Fee as per ITB of tender document.	
<ul style="list-style-type: none"> • 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. 		

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)

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NHDC/3/C/1124/NIT-772/25/604

Date: 04.06.2025

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 and Central Public Procurement (CPP) Portal www.eprocure.gov.in/eprocure/app and the bid is to be submitted online only on 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. Rs.73.56 Lakh (Including GST)
ii	EMD (Bid security)	Rs. 1,47,000/- EMD to be deposited in the shape of Demand Draft / Bankers Cheque/ BG.
iii	Completion period	03 Months
iv	Tender document fees (Non-Refundable)	Rs. 1180/- (Rupees One Thousand One hundred & Eighty only) 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, email:procurementosp@gmail.com, ospcandp@nhdcl.com

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	04-06-25	18:00 Hrs.
ii	Tender Document Download Start Date & Time	04-06-25	18:00 Hrs.
iii	Tender Document Download End Date & Time	25-06-25	15:00 Hrs.
iv	Clarification Start Date & Time	04-06-25	18:00 Hrs.
v	Clarification End Date & Time	18-06-25	17:00 Hrs.
vi	Online Bid Submission Start Date & Time	04-06-25	18:00 Hrs.
vii	Online Bid Submission End Date & Time	25-06-25	15:00 Hrs.
viii	End date of Offline submission of tender fee and EMD or valid exemption certificate.	27-06-25	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 फोन / Telephone: 0755 – 4030014, 2660874, फैक्स / Fax: 0755 – 4030080,



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ix	Bid opening Date & Time	30-06-25	16:00 Hrs.
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3. Qualifying Requirement:

3.1 Turnover:- The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March 2024, should be at least 30% of the estimated cost i.e. **Rs. 22.07 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 2024.

3.2 The Bidder shall be **OEM i.e. M/s Siemens Ltd. or Authorized dealer/ channel partner of M/s Siemens Ltd.** for the offered product on GeM Portal. Authorized dealer of a manufacturer of the equipment/system to quote on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant "Authorized Dealership" certificate from the manufacturer.

In case the bidder is an authorized dealer/ channel partner of **M/s Siemens**, 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.

3.3 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. 36.78 Lakhs**.

Similar supply 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.

3.4 Bidder must have valid GSTIN registration certificate & 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 3rd 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.

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- 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.

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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.

- 7.0 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.**
- 8.0 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 & Scalence 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-IV) 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

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 2024, should be at least 30% of the estimated cost **i.e. Rs. 22.07 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 2024.

5.1.2 The Bidder shall be **OEM i.e. M/s Siemens Ltd. or Authorized dealer/ channel partner of M/s Siemens Ltd.** for the offered product on GeM Portal. Authorized dealer of a manufacturer of the equipment/system to quote on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant "Authorized Dealership" certificate from the manufacturer.

In case the bidder is an authorized dealer/ channel partner of **M/s Siemens**, 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. 36.78 Lakhs**.

Similar supply 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 3rd 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 31st March 2024.
- 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. 1,47,000/- (Rupees One Lakh Forty Seven 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 (Form-4) 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 signed and stamped copy of Technical Specification (Annexure-IV) & ~~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-IV, 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 25.06.2025, 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 Mahedrasinh J. Parmar & Sh. Javeed Ahmad** have been appointed as an Independent External Monitors (IEMs) by NHDC Ltd. The Contact Address of IEMs is as under:

Sh Mahedrasinh J. Parmar

IFoS (Retd.),

Independent External Monitor (IEM) for NHDC

Email: mahendrasinhparmar@live.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 atleast 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 atleast 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 their 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 onday 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)

FRAUD PREVENTION POLICY OF NHDC**1. BACKGROUND**

The Corporate Governance guideline-2010 to be followed by CPSE describes certain requirements. These requirements **inter alias** include "Whistle Blower Policy". This policy envisages the companies to put in place a mechanism for employees to report to the Management about unethical behaviour, actual or suspected fraud or violation of conduct or ethics policy.

Further, statutory auditors of the company are required to comment on the "Fraud Prevention Policy" of the company in their report to the Comptroller and Auditor General of India (C&AG) on the annual accounts of the company given in compliance of the provisions of Section 619(3) of the Companies Act, 1956.

In the light of the foregoing and keeping in view the approach of NHDC Ltd. in following Corporate Governance principles proactively, it is appropriate that a "Fraud Prevention Policy" is formulated and implemented.

The policy statement is given below for implementation with immediate effect:

2. POLICY OBJECTIVES:

The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud.

The policy will ensure and provide for the following:

- (i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
- (ii) To provide a clear guidance to employees and others dealing with NHDC Ltd. forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
- (iii) To conduct **investigations** into fraudulent **activities**.
- (iv) To provide **assurances** that any and **all suspected fraudulent** activity will **be fully investigated**.

3. SCOPE OF POLICY:

The policy applies to any fraud, or suspected fraud involving employees of NHDC Ltd. (all full time, part time or employees appointed on adhoc/temporary/contract basis) as- well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency (ies) doing any type of business with NHDC Ltd.

4. DEFINITION OF FRAUD:

"Fraud" is a willful act intentionally committed by an individual(s) -by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing wrongful gain(s) to self or any other individual(s) and wrongful loss to other(s). Many a times such acts are undertaken with a view to deceive/mislead others leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts."

5. ACTIONS CONSTITUTING FRAUD:

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s), which constitute fraud.

- (i) Forgery or alteration of any document or account belonging to the Company.
- (ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- (iii) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- (iv) Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.
- (v) Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- (vi) Utilizing Company funds for personal purposes.
- (vii) Authorizing or receiving payments for goods not supplied or services not rendered.
- (viii) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- (ix) Any other act that falls under the gamut of fraudulent activity.

6. REPORTING OF FRAUD:

Any employee (full time, part time or employees appointed on adhoc /temporary/contract basis), representative of vendors, suppliers, contractors, consultants, service providers or any other agency (ies) doing any type of business with NHDC Ltd. as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/unit/Corporate Centre. If, however, there is shortage of time such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer.

The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific

transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official/ employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

- (i) All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.
- (ii) Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

7. INVESTIGATION PROCEDURE:

- (i) The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of NHDC Ltd. for further appropriate investigation and needful action.
- (ii) This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Dept. of their own as part of their day-to-day functioning.
- (iii) After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.
- (iv) Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

8. RESPONSIBILITY FOR FRAUD PREVENTION:

- (i) Every employee (full time, part time, ad hoc, temporary, contract), representative of vendors, suppliers, contractors, consultants, service providers or any other agency (ies) doing any type of business with NHDC Ltd. is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.
- (ii) All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the "Fraud Prevention Policy" of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to:

- a. Familiarize each employee with the types of improprieties that might occur in their area.
 - b. Educate employees about fraud prevention and detection.
 - c. Create a culture whereby employees are encouraged to report any fraud or suspected fraud, which comes to their knowledge, without any fear of victimization.
 - d. Promote employee awareness of ethical principles subscribed to by the Company through CDA Rules;
- (iii) Due amendments shall be made in the general conditions of contracts of the organization wherein all bidders/service providers/ vendors/ consultants etc. shall be required to certify that they would adhere to the "Fraud Prevention Policy" of and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice.

These conditions shall form part of documents both at the time of submission of bid and agreement of execution of contract.

9. ADMINISTRATION AND REVIEW OF THE POLICY:

The Managing Director/CED/CEO shall be responsible for the administration, interpretation, application and revision of this policy. The policy will be reviewed and revised as and when needed.

①

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

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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.

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Appendix-I

(Format for Intimation of Suspension of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date

To

M/s.....

Attn.: Shri.....

Sub : Intimation of Suspension of Business Dealings.

Dear Sir,

Whereas the work ofwas 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.

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(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 onathours 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 ofwas 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

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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.

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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

TERMS AND CONDITIONS

OMKARESHWAR POWER STATION

TERMS AND CONDITIONS

1. PRICE:

Price shall be firm and fixed till completion of supplies and shall not be subject 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:-

3.1 Prices shall be firm and F.O.R Omkareshwar Power Station basis including cost of the items, charges for packing, handling, forwarding, freight charges and all applicable taxes.

3.2 Taxes applicable as on 28 (Twenty Eight) days prior to the deadline for submission of Bids shall be mentioned in Price Bid.

3.3 All taxes mentioned in the price bid shall be paid / reimbursed on actual basis against proper invoice. No other taxes shall be payable / reimbursable by NHDC.

3.4 However, change in rate of any taxes, duties, levies etc. or introduction of new tax imposed after the above-stipulated date shall be considered for reimbursement/ recovery against production of documentary evidence of its payment. Change in nomenclature of any existing taxes, duties, etc. shall not be constructed as a new tax for the purpose of reimbursement.

The rates shall remain fixed and firm during the period of contract and no payment on account of price escalation will be admissible.

Tax imposed after above stipulated date shall be adjusted / reimbursed against production of documentary evidence.

3.5 In case the delivery of items gets delayed due to reason attributable to the supplier, no additional liability on account of any increase in tax & duties during the delayed period shall be payable to the supplier. However, in case rate of tax & duties decreases during the extended delivery period, the benefit in this regard shall accrue to NHDC Ltd.

3.6 Applicable taxes as per statutory requirement shall be deducted at source from the bill.

3.7 Our GST details are as per Annexure-III A

4. COMPLETION PERIOD:-

The period of supply & delivery of the material at Omkareshwar Power Station, Central Store (FOR), complete in all respect, as per the specifications, shall be **03 (Three) Months** reckoned from the date of issue of the supply order.

5. DELAY IN SUPPLY:-

If the supplier fails to complete the supply or any part thereof, within the prescribed time of supply or any extension thereof, the supplier shall pay to the purchaser, the penalty equal to amount computed **@ ½ (half) percent per week or part thereof of the whole supply order value subject to maximum of 10% (Ten) percent of the supply order value.** In addition to above penalty, taxes applicable on such penalty shall also be deducted from the supplier.

6. GUARANTEE/WARRANTY:-

Material to be supplied shall be guaranteed against any defect or inadequate design/workmanship or proper fitment in suitable location for **at least for a period of 18 months from the date of delivery at site or 12 months from the date of installation, whichever is earlier.** In the event of occurrence of any fault in performance/defect material due to inadequate design/workmanship or improper fitment during guarantee period, the same shall be replace/make good by the contractor, free of cost, including the cost of transportation and packing.

In case manufacturer's guarantee stands for longer duration, longer guarantee/warranty period shall be applicable. The guarantee/warranty certificate shall be submitted along with the dispatch documents before release of payment.

To prevent the supply of outdated or refurbished products and ensure the authenticity of the materials supplied, the supplier must furnish a manufacturer's warranty certificate. This certificate should include the serial number and the year of manufacture for each supplied item.

7. TRANSIT INSURANCE:-

Transit Insurance of the item to be supplied is in the scope of the supplier/contractor.

8. PERFORMANCE BANK 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 schedule bank of India on the Form enclosed as **Annexure-III of this section for an amount equal to Five (05) percent of the supply order value**, within 28 days from the date of issue of order. The Performance bank guarantee shall be released after the expiry of warranty period. No interest shall be paid on Performance bank guarantee.

Bidder may also furnish the performance guarantee in any of the following forms in case performance bank guarantee fall below Rs. 50,000/-:

- Pay order or demand draft, drawn in favour of NHDC Ltd., payable Bank of India, NHDC Siddhwarkut branch (9531)

Note: In case of non-submission of Performance Bank Guarantee (PBG), **05% of the Supply Order value** shall be withheld from the payment mentioned in 9.1.1, Payment Terms of this section.

9. PAYMENT TERMS:-

9.1 Subject to any deduction which the purchaser may be authorised to make under the Supply, And/or any additions or deductions provided for under the supply, the supplier shall be entitled to payment as follows:

9.1.1 100% 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 :

- Evidence of despatch (GR/LR etc.),
- Contractors detailed invoice (Supply),
- Detailed packing list
- Test certificate(s), if applicable
- Inspections report / Dispatch instructions signed by authorised representative of Omkareshwar Power Station.
- Copy of Insurance Intimation/Cover
- Guarantee/Warranty certificate (as per clause no.6)
- Copy of E-Way Bill

9.1.2 In case of non-submission of Performance Bank Guarantee (PBG), amount equal to PBG value shall be withheld from the payment mentioned in 9.1.1 above and shall be released on receipt of duly verified PBG or after expiry of Guarantee / Warranty period subject to end user certifying that no liability is attached to the supplier.

9.1.3 In case delivery of any item ~~or installation~~ is delayed beyond the stipulated completion period mentioned in the Supply Order, maximum penalty amount i.e. 10% of the Supply Order value plus applicable tax shall be withheld from the payment mentioned in 9.1.1 above and shall be adjusted / released after finalisation of the time extension case.

9.2 All payments will be made in Indian Rupees through RTGS.

9.3 In the event of the supplier/contractor not being able to supply the materials or to carry out supply in accordance with the terms of the contract, the purchaser shall have the right to recover any sums, advance etc. from the supplier and from his assets.

9.4 "Other than normal payment through NEFT/RTGS directly from NHDC Ltd., the MSME Vendors has an option to avail the TReDS facility. NHDC has registered itself on TReDS platform with:

9.4.1 M/s A TREDIS Ltd., CIN – U74999MH2016PLC281452, Registration No. 1000013474, Communication Address: A TREDIS Ltd., 11th Floor, A-3, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (West) – 400604.

9.4.2 M/s C2FO Factoring Solutions Private Limited, CIN – U67100DL2020FTC362201, Registration No. E0000762. Communication Address: D -26, Basement, Jangpura Extn. New Delhi -1100014.

9.4.3 M/s Mynd Solutions Private Limited, CIN – U74140DL2002PTC114073, Registration No. BUYER00044596, Communication Address: A/04-01 to A/04-6D and A/04-07, 4th Floor Tower A, Reach Commercial, Sector -68, Gurugram -122102, Haryana

9.4.4 M/s Receivables Exchange of India Limited (RXIL), CIN –U67190MH2016PLC273522, Registration No. NH0058641, Communication Address: 701-702, 7th Floor, Supremus, E-Wing, i-Think Techno Campus, Kanjur Marg, East Mumbai -400042

The TReDS facilitates Financing of Invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHDC Ltd., can accept the invoices in the system. Upon NHDC's acceptance, the Banks/NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard, MSME Vendors can refer to RBI guidelines available on website of RBI".

10 PAYING AUTHORITY:-

HOD (Finance), Omkareshwar Power Station, NHDC, Urja Vihar, Siddhwarkut.

11 INSPECTION:-

Before despatch, inspection of the items at firm's premises/shop/godown/manufacturer's place shall be made by an authorised representative of NHDC, Omkareshwar Project as per relevant standards. Advance intimation, in this regard, may be given by the supplier. All type of arrangement regarding inspection of the material along with required testing equipment shall have to be arranged by the supplier.

Neither the waiver of inspection nor acceptance after inspection by the Purchaser shall, in any way, relieve the Supplier of the responsibility of supplying the equipment strictly in accordance with the specifications.

12 The supplier at his own cost will replace damaged item having manufacturing defects.

13 (a) CONSIGNEE :-

HOD, Central Store Division, Omkareshwar Power Station, NHDC Ltd., Siddhwarkut.

(b) ENGINEER-IN-CHARGE:-

HOD, PH O&M Division, Omkareshwar Power Station, NHDC Ltd., Siddhwarkut.

14 GENERAL INSTRUCTION:-

The supply shall be made within the stipulated period as per supply order. The material supplied should be of the same specifications and quality as mentioned in the supply order failing which the items will not be accepted and returned to the supplier at its own risk and cost.

15 CORRESPONDANCE:-

Correspondence regarding execution of supply/payment/time extension has to be made with consignee /Engineer -In- charge.

16 SUBLETTING OF CONTRACT:-

The contractor shall not, without the prior consent in writing of the Engineer-in-Charge or Purchaser, which shall not be unreasonably withheld, assign or sublet or transfer his Contract, or substantial part thereof other than for raw materials, for minor details, or for any part of the work, of which the suppliers and or erectors are named in the Contract, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

17 DETECTION AND PREVENTION OF FRAUD AND ACTION THEREOF:

17.1 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 of 'Fraud Prevention Policy' enclosed as Annexure-I (in Section-II) and furnish Certificate as per Form No. 5 of section-V:

17.1.1 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;

17.1.2 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.

17.1.3 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.

17.2 **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:

- 17.2.1 If the security consideration, including questions of loyalty of the Agency to NHDC so warrants;
- 17.2.2 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 last five years;
- 17.2.3 If business dealings with the Agency have been banned by the Department of Power, Government of India;
- 17.2.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 17.2.5 If the Agency uses intimidation/ threatening or brings undue outside pressure on NHDC or its official for acceptancy/ performances of the job under the contract;
- 17.2.6 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 of 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 of Section-II.

18 FORCE MAJEURE:-

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 mature shall be treated as suspended for the period during which such force Majeure clause lasts. 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. 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 satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions. Time for performance of the relative obligation suspended by the force Majeure shall stand extended by the period for which such causes lasts. If works are suspended by the force Majeure conditions lasting for more than two months, the Purchaser shall have the option of cancel; rescind this Contract in whole or part thereof, at its discretion.

19 BREACH OF CONTRACT:-

In case of non-performance in any form or shape of the covenants and conditions in this Contract by the Contractor, the Purchaser 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.

20 REPLACEMENT OF DEFECTIVE MATERIAL:-

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 Contactor, 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 days 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.

21 EXTENSION OF TIME FOR COMPLETION:-

The Time(s) for Completion specified in the Contract may be extended if the Supply 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: -

- 21.1 Any Change in the scope of work
- 21.2 Any occurrence of Force Majeure
- 21.3 Any suspension of work order given by the Engineer-in-Charge
- 21.4 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

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 . 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. 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.

22 SETTLEMENT OF DISPUTE:-

- 22.1 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 22.2 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.
- 22.2 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.

23 ARBITRATION-

- 23.1 Except as otherwise provided in Clause 22.1 herein before, all dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Purchaser, in relation to or in connection with the Contract, shall be referred to arbitration in the manner provided as hereunder:
- (a) Either of the parties may give to the other a notice in writing of the existence of such question, dispute or difference,
 - (b) In case of dispute or difference, such dispute or difference shall be settled in accordance with the Arbitration and conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus in choosing the presiding Arbitrator within a period of 30 days from the appointment of the arbitrators, the Presiding Arbitrator shall be nominated by the president of the Institution of Engineers (India).
 - (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then in the first instance the Presiding arbitrator shall be nominated by President of the Institution of Engineers (India). A certified copy of the order of the President of the Institution of Engineers (India), making such nomination shall be furnished to each of the parties. This presiding Arbitrator shall then call upon the defaulting party to nominate its arbitrator within 30 days and on his failure to do so shall appoint the Arbitrator since left to be appointed.
- 23.2 Arbitration proceedings shall be held at Bhopal and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitrators award shall be written speaking award.
- 23.3 The decision of the majority of arbitrators shall prevail. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

23.4 Performance under the Contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

23.5 All questions, disputes or differences 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 under:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

23.6 A notice in writing of the existence of question, dispute or difference in relation to, or in connection with the contract shall be served by either party within 90 (Ninety) days of the first occurrence of any event upon which the said question, dispute or difference is based, failing which all rights and claims of the parties under this contract in relation to or in connection with such question, dispute or difference shall be deemed to have been waived off and thus, forfeited and absolutely barred. The decision of the Engineer-in-Charge with regard to the first occurrence of such event for the purpose of reckoning the said period of limitation shall be final and binding.

23.7 The arbitrator shall make a speaking award.

23.8 The work under this contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute."

24 Cyber Security Compliance: - The bidder shall comply all the relevant clauses of Cyber security guidelines 2021 [File No. CEA –CH -13-12/4/2021-IT Division, CEA (Cyber Security Division in Power Sector) Guidelines, 2021]. In this regard, the bidder shall submit the duly signed and stamped declaration with the bid for compliance of above mentioned order for the material to be supplied.

At the time of inspection, the bidder shall furnish a certificate for the compliance of cyber security guidelines along with required document /test certificate (as applicable).

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




भारत सरकार
Government of India
विद्युत मंत्रालय
Ministry of Power
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
सूचना प्रौद्योगिकी एवं साइबर सुरक्षा प्रभाग
Information Technology & Cyber Security Division

विषय : CEA (Cyber Security in Power Sector) Guidelines, 2021.

CEA is mandated to prepare 'Guidelines on Cyber Security' in Power Sector under the provision of regulation (10) of the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019. Guidelines on Cyber Security in Power Sector incorporating the cardinal principles has been prepared by CEA. In compliance to the provision of the above regulation, **CEA (Cyber Security in Power Sector) Guidelines, 2021** are issued for compliance by all entities listed in the clause 2.3 (Applicability of the Guidelines) of the guidelines.

Encl: Guidelines on Cyber Security


07/10/21
(V.K Mishra)
Secretary CEA

CEA (Cyber Security in Power Sector) Guidelines, 2021

1.0 Background

- 1.1 Cyber intrusion attempts and Cyber-attacks in any critical sector are carried out with a malicious intent. In Power Sector it's either to compromise the Power Supply System or to render the grid operation in-secure. Any such compromise, may result in mal-operations of equipments, equipment damages or even in a cascading grid brownout/blackout. The much hyped air gap myth between IT and OT Systems now stands shattered. The artificial air gap created by deploying firewalls between any IT and OT System can be jumped by any insider or an outsider through social engineering. Cyber-attacks are staged through tactics & techniques of Initial Access, Execution, Persistence, Privilege Escalation, Defence Evasion, Command and Control, Exfiltration. After gaining the entry inside the system through privilege escalation, the control of IT network and operations of OT systems can be taken over even remotely by any cyber adversary. The gain of sensitive operational data through such intrusions may help the Nation/State sponsored or non-sponsored adversaries and cyber attackers to design more sinister and advanced cyber-attacks.
- 1.2 Government of India has set up the Indian Computer Emergency Response Team (CERT-In) for Early Warning and Response to cyber security incidents and to have collaboration at National and International level for information sharing on mitigation of cyber threats. CERT-In regularly issues advisories on safeguarding computer systems and publishes Security Guidelines which are widely circulated for compliances. All Central Government Ministries/ Departments and State/Union Territory Governments have been advised to conduct cyber security audit of their entire Cyber Infrastructure including websites at regular interval through CERT-In empanelled Auditors so as to identify gaps and appropriate corrective actions to be taken in cyber security practices. CERT-In extends supports to enable Responsible Entity in conducting cyber security mock drills and in assessment of their preparation to withstand cyber-attacks. The Responsible Entity must submit Reports of Cyber Audit of cyber security controls, architecture, vulnerability management, network security and periodic cyber security drills to sectoral CERT as well as CERT-In. Team of experts shall review these reports and shortcomings if any in the compliances shall be flagged by them. CERT-In on regular basis also conducts workshops and training programs to enhance Cyber awareness of all Stakeholders.
- 1.3 Ministry of Power has created 6(six) sectoral CERTs namely Thermal, Hydro, Transmission, Grid Operation, RE and Distribution for ensuring cyber security in Indian Power Sector. Each Sectoral CERT has prepared their sub-sector specific model Cyber Crisis Management Plan(C-CMP) for countering cyber-attacks and cyber terrorism. Each Sectoral CERT has circulated their model C-CMPs for preparation and implementation of organization specific C-CMP by each of their Constituent Utility.
- 1.4 All Responsible Entities, Service Providers, Equipment Suppliers/Vendors and Consultants engaged in Power Sector are equally responsible for ensuring cyber security of the Indian Power Supply System. They are to act timely upon each threat intelligence,

advisories and other inputs received from authenticated sources, for continuous improvement in their cyber security posture.

- 1.5 In the current Indian scenario though many cyber security directives and guidelines exists, but none of them are power sector specific. Ministry of Power has directed CEA to prepare Regulation on Cyber Security in Power Sector. And as an interim measures CEA has been directed to issue Guideline on Cyber Security in Power Sector, under the provision of Regulation 10 on Cyber Security in the “Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019”.
- 1.6 The Guidelines on Cyber Security, in the form of Articles written below, requires mandatory Compliance by all Responsible Entities. The Guidelines shall come into effect from the date of issue by Central Electricity Authority, New Delhi.
- 2.0 Hereby the Guidelines on Cyber Security are drawn in the form of Articles for compliance by the Requester as well as User under the following provision of Regulation 10 on Cyber Security, in the “Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019”.

“The requester and the user shall comply with cyber security guidelines issued by the Central Government, from time to time, and the technical standards for communication system in Power Sector laid down by the Authority.”

- 2.1 **Objective of issuing Guideline:**
 - a) Creating cyber security awareness
 - b) Creating a secure cyber ecosystem,
 - c) Creating a cyber-assurance framework,
 - d) Strengthening the regulatory framework,
 - e) Creating mechanisms for security threat early warning, vulnerability management and response to security threats,
 - f) Securing remote operations and services,
 - g) Protection and resilience of critical information infrastructure,
 - h) Reducing cyber supply chain risks,
 - i) Encouraging use of open standards,
 - j) Promotion of research and development in cyber security,
 - k) Human resource development in the domain of Cyber Security,
 - l) Developing effective public private partnerships,
 - m) Information sharing and cooperation
 - n) Operationalization of the National Cyber Security Policy
- 2.2 Within the text of these Articles, ‘**Responsible Entity**’ shall mean all:
 - a) Transmission Utilities as well as Transmission Licensees,
 - b) Load despatch centres (State, Regional and National),
 - c) Generation utilities (Hydro, Thermal, Nuclear, RE),
 - d) Distribution Utilities
 - e) Generation Aggregators,
 - f) Trading Exchanges,
 - g) Regional Power Committees, and
 - h) Regulatory Commissions.

2.3 Applicability:

All Responsible Entities as well as System Integrators, Equipment Manufacturers, Suppliers/Vendors, Service Providers, IT Hardware and Software OEMs engaged in the Indian Power Supply System.

2.4 Scope:

2.4.1 Control Systems for System Operation and Operation Management.

- a) Grid Control and Management Systems,
- b) Power Plant Control Systems,
- c) Central Systems used to monitor and control of distributed generation and loads e.g. virtual power plants, storage management, central control rooms for hydroelectric plants, photovoltaic/wind power installations,
- d) Systems for fault management and work force management,
- e) Metering and measurement management systems,
- f) Data archiving systems,
- g) Parameterisation, configuration and programming systems,
- h) Supporting systems required for operation of the above mentioned systems,

2.4.2 Communication System.

- a) Routers switches and firewalls,
- b) Communication technology-related network components,
- c) Wireless digital systems.
- d) Control Centre to Control Centre Communications for data exchange on ICCP.
(IEC 61850/60850-5/TASE.2/)

2.4.3 Secondary, Automation and Tele control technologies

- a) Control and Automation components,
- b) Control and field devices,
- c) Tele control devices,
- d) Programmable logic controllers / Remote Terminal Units, including digital sensor and actuators elements,
- e) Protection devices,
- f) Safety components,
- g) Digital measurement and metering installations,
- h) Synchronisation devices,
- i) Excitation Systems,

3.0 Definition of Terms:

1. **Access Management:** shall mean set of policies and procedures of the Responsible Entity for allowing Personnel, devices and IoT to securely perform a broad range of operational, maintenance, and asset management tasks either on site or remotely as laid down in Clause 5.2.5 of IS 16335.
2. **Accreditation:** shall mean the process of verifying that an organisation is capable of conducting the tests and assessments against a product/process that are required to be certified.

3. **Accreditation Body:** shall mean an organisation that has been accredited to verify the credentials and capabilities of the organisations that wish to become a certification body.
4. **Act:** shall mean the Information Technology Act, 2000 (21 of 2000)
5. **Asset:** shall mean anything that has value to the organization.
6. **Certification:** shall mean the process of verifying that a product has been manufactured in conformance with a set of predefined standards and/or regulations by an organisation, that is accredited to conduct the certification process
7. **Certification Body:** shall mean an organisation that has been accredited by an accreditation body to certify products / process against a certification scheme.
8. **Certification Scheme:** shall mean the processes, paperwork, tools, and documentation that define how a product or manufacturer is certified
9. **Chief Information Security Officer:** shall means the designated employee of Senior management level directly reporting to Managing Director/Chief Executive Officer/Secretary of the Responsible Entity, having knowledge of Information Security and related issues, responsible for cyber security efforts and initiatives including planning, developing, maintaining, reviewing and implementation of Information Security Policies
10. **Critical Assets:** shall mean the facilities, systems and equipment which, if destroyed, degraded or otherwise declared unavailable, would affect the reliability or operability of the Power Supply System.
11. **Critical System:** shall mean cyber assets essential to the reliable operation of critical asset. Critical System consists of those cyber assets that have at least one of the following characteristics:
 - a) The cyber asset uses a routable protocol to communicate outside the electronic security perimeter.
 - b) The cyber asset uses a routable protocol within a control centre.
 - c) The cyber asset is dial-up accessible.
12. **Critical Information Infrastructure:** shall mean Critical Information Infrastructure as defined in explanation of sub-section (1) of Section 70 of the Act.
13. **Cyber Assets:** shall mean the programmable electronic devices, including the hardware, software and data in those devices that are connected over a network, such as LAN, WAN and HAN.
14. **Cyber Crisis Management Plan:** shall mean a framework for dealing with cyber related incidents for a coordinated, multi-disciplinary and broad-based approach for rapid identification, information exchange, swift response and remedial actions to mitigate and recover from malicious cyber related incidents impacting critical processes.
15. **Cyber Security Breach:** shall mean any cyber incident or cyber security violation that results in unauthorized or illegitimate access or use by a person as well as an entity, of data, applications, services, networks and/or devices through bypass of the underlying cyber security protocols, policies and mechanisms resulting in the compromise of the confidentiality, integrity or availability of data/information maintained in a computer resource or cyber asset.
16. **Cyber Security Incident:** shall mean any real or suspected adverse cyber security event that violates, explicitly or implicitly, cyber security policy of Responsible Entity resulting in unauthorized access, denial of service or disruption, unauthorized use of computer resource for processing or storage of information or changes to data or information

without authorization, leading to harm to the power grid or its critical sub-sectoral elements Generation, Transmission and Distribution.

17. **Cyber Security Policy:** shall mean documented set of business rules and processes for protecting information, computer resources, networks, devices, Industrial Control Systems and other OT resources.
18. **Electronic Security Perimeter:** shall mean the logical border surrounding a network to which the Cyber Systems of Power Supply System are connected using a routable protocol.
19. **Information Security Division:** shall mean a division accountable for cyber security and protection of the Critical System of the Responsible Entity.
20. **Protected System:** shall mean any computer, computer system or computer network of the Responsible Entity notified under section 70 of the Act, in the official gazette by appropriate Government.
21. **Security Architecture:** shall mean a framework and guidance to implement and operate a system using the appropriate security controls with the goal to maintain the system's quality attributes like confidentiality, integrity, availability, accountability and assurance.
22. **Vulnerability:** shall mean intrinsic properties of something resulting in susceptibility to a risk source that can lead to an event with a consequence
23. **Vulnerability Assessment:** shall mean a process of identifying and quantifying vulnerabilities

4.0 Standards

Reference	Description
ISO/IEC 15408	Common Criteria Certification Standard
ISO/IEC 17011	General requirements for accreditation bodies accrediting conformity assessment bodies
ISO/IEC 17025	General requirements for the competence of testing and calibration laboratories
ISO/IEC 21827	Systems Security Engineering - Capability Maturity Model (SSE-CMM)
ISO/IEC 24748-1	Systems and software engineering — Life cycle management — Part 1: Guidelines for life cycle management.
ISO 27001/2	Information Security Management
ISO/ IEC 27019	Information technology — Security techniques — Information Security controls for the energy utility industry
ISO/IEC 61508	Functional Safety of Electrical / Electronic / Programmable Electronic Safety-related Systems
IEC 61850	Communication networks and systems for power utility automation
IEC 62351	Standards for Securing Power System Communications
IEC 62443	Cyber Security for Industrial Control Systems
IS 16335	Power Control Systems – Security Requirements.

5.0 Abbreviations

Abbreviations	Description
a) BES	Bulk Electric System

b)	CDAC	Centre for Development of Advanced Computing
c)	CEA	Central Electricity Authority
d)	CERC	Central Electricity Regulatory Commission
e)	CERT	Computer Emergency Response Team
f)	CERT-In	Indian Computer Emergency Response Team
g)	CII	Critical Information Infrastructure
h)	CISO	Chief Information Security Officer
i)	CSK	Cyber Swachhta Kendra
j)	COTS	Commercial off-the Shelf
k)	ESP	Electronic Security perimeter
l)	ICS	Industrial Control Systems
m)	ICT	Information and Communications Technology
n)	IEC	International Electro Technical Commission
o)	ISAC	Information Sharing and Analysis Centre
p)	ISD	Information Security Division
q)	ISO	International Organization for Standardization
r)	ISMS	Information Security Management System
s)	IT	Information Technology
t)	FAT	Factory Acceptance Test
u)	NABL	National Accreditation Board for Testing and Calibration Laboratories
v)	NCIIPC	National Critical Information Infrastructure Protection Centre
w)	NLDC	National Load Dispatch Centre
x)	NPTI	National Power Training Institute
y)	NSCS	National Security Council Secretariat
z)	OEM	Original Equipment Manufacturer
aa)	OT	Operational Technology
bb)	RLDC	Regional Load Dispatch Centres
cc)	SAT	Site Acceptance Test
dd)	SERC	State Electricity Regulatory Commission
ee)	SCADA	Supervisory Control and Data Acquisition Systems
ff)	SIEM	Security Information and Event Management
gg)	SLA	Service Level Agreement
hh)	SLDC	State Load Dispatch Centre
ii)	QCI	Quality Council of India

CEA (Cyber Security in Power Sector) Guidelines, 2021

Article 1. Cyber Security Policy.

a. Cardinal Principles: The Responsible entity will strictly adhere to following cardinal principles while framing cyber security policy:

- i. There is hard isolation of their OT Systems from any internet facing IT system.
 - ii. May keep only one of their IT systems with internet facing at any of their site/location if required which is isolated from all OT zones and kept in a separate room under the security and control of CISO.
 - iii. Downloading/Uploading of any data/information from their internet facing IT system is done only through an identifiable whitelisted device followed by scanning of both for any vulnerability/malware as per the SOP laid down and for all such activities digital logs are maintained and retained under the custody of CISO for at least 6 months. The log shall be readily to carry out the forensic analysis if asked by investigation agency.
 - iv. List of whitelisted IP addresses for each firewall is maintained by CISO and each firewall is configured for allowing communication with the whitelisted IP addresses only.
 - v. Communication between OT equipment/systems is done through the secure channel preferably of POWERTEL through the fibre optic cable. Security configuration of the communication channel is also to be ensured.
 - vi. All ICT based equipment/system deployed in infrastructure/system mandatorily CII are sourced from the list of the “Trusted Sources” as and when drawn by MoP/CEA.
- b. The Responsible Entity shall be ISO/IEC 27001 certified (including sector specific controls as per ISO/IEC 27019).
 - c. The Responsible Entity shall have a Cyber Security Policy drawn upon the guidelines issued by NCIIPC.
 - d. The Responsible Entity shall ensure annual review of their Cyber Security Policy by subject matter expert and changes shall be made therein only after obtaining the due approval from Board of Directors.
 - e. The process of Access Management for all Cyber Assets owned or under control of the Responsible Entity shall be detailed in the Cyber Security Policy.
 - f. The Cyber Security Policy shall leverage state-of-art cyber security technologies and relevant processes at multiple layers to mitigate the cyber security risks.
 - g. The Responsible Entity shall be solely responsible to get Cyber Security Policy implemented through its Information Security Division (ISD).
 - h. The CISO shall record the reason(s) for exemption required, if any, in case, unable to comply with any of the provision(s) of the Cyber Security Policy. Any exception shall be allowed only after an approval of provisions of compensatory control(s) to mitigate residual cyber security risks.

- i. The CISO shall record the exemptions sought in statement of applicability controls, while getting the ISO 27001 certified. All exemptions and its justification need to be in conformance with Cyber Security Policy of the Responsible Entity.
- j. The Responsible Entity shall allocate sufficient Annual budget for enhancing cyber security posture, enhanced year over year.
- k. The Responsible Entity shall work in collaboration with other Industry Stakeholders as well as Academia to promote R&D activity in the domain of cyber security.
- l. The Responsible Entity shall ensure that cyber security issues are taken up as agenda items in their Board meetings once in every three months.

Article 2 Appointment of CISO.

- a) The Responsible Entity shall mandatorily appoint a CISO and shall confirm to qualification, if any, **laid** by Quality Council of India (QCI). In absence, the work of CISO shall be looked upon by Alternate CISO. In case qualification for appointment of Alternate CISO has been relaxed for reasons recorded thereof, Alternate CISO has to mandatorily acquire the minimum required cyber security skill sets within six months from the date of his appointment.
- b) The Responsible Entity shall regularly update details of CISO and Alternate CISO, with the Sectoral CERT, as well as on ISAC-Power Portal.
- c) Roles and Responsibility of CISOs shall be as laid by CERT-In and ring-fenced to ensure cyber security of the Cyber Assets of the Responsible Entity.

Article 3: Identification of Critical Information Infrastructure (CII).

- a) The Responsible Entity shall submit to NCIIPC through Sectoral CERT, details of Cyber Assets which uses a routable protocol to communicate outside the Electronic Security Perimeter drawn by the Responsible Entity or a routable protocol within a control centre and dial-up accessible Cyber Assets, within 30 days from the date of their commissioning in the System.
- b) The Responsible Entity shall submit details of Critical Business Processes and underlying information infrastructure along with mapped impact and Risk Profile to NCIIPC and shall get their CIIs identified in consultation with NCIIPC. The process of the notification/declaration by Appropriate Government shall follow thereafter.
- c) The Responsible Entity shall review their declared/notified CIIs at least once a year to examine changes if any in the functional dependencies, protocols and technologies or upon any change in security architecture. The Responsible Entity shall review their declared/notified CIIs once in every 6 months, in case if NCIIPC has directed them to constitute an Information Security Steering Committee.
- d) The Responsible Entity shall ensure that all cyber assets of their identified/notified CIIs are recorded in the asset register and considered for risk assessment as well as for finalization of controls in statement of applicability.

Article 4. Electronic Security Perimeter

- a) The Responsible Entity shall identify and document the Electronic Security Perimeter(s) and all Access Points to the perimeter(s).

- b) The Responsible Entity shall follow procedure of identifying “Electronic Security Perimeter” in case of distributed and/or hybrid information infrastructure, as per IEC 62443 / IS16335 (as amended from time to time).
- c) The Responsible Entity shall ensure that every Critical System resides within an Electronic Security Perimeter.
- d) The Responsible Entity shall perform a cyber-Vulnerability Assessment of each electronic Access Points to the Electronic Security Perimeter(s) at least once in every 6 (six) months and/or after any change in Security Architecture.
- e) The Responsible Entity shall ensure that all critical, high and medium vulnerabilities identified as a result of cyber Vulnerability Assessment shall be closed and verified for the effective closure.

Article 5. Cyber Security Requirements

- a) The Responsible Entity shall have an Information Security Division (ISD), headed by CISO.
- b) The Responsible Entity shall ensure that the ISD must be functional on 24x7x365 basis and is manned by sufficient numbers of Engineers having valid certificate of successful completion of course on cyber security of Power Sector from the Training Institutes designated by CEA.
- c) The Responsible Entity shall ensure that ISD
 - 1) has on-boarded Cyber Swachhta Kendra(CSK) of CERT-In, if they have public IPs.
 - 2) has timely acted upon the advisories, guidelines and directive of NCIIPC, CSK, CERT-In and Sectoral CERTs,
 - 3) has deployed an Intrusion Detection System and Intrusion Prevention System capable of identifying behavioural anomaly in both IT as well as OT Systems.
 - 4) shares reports on incident response and targeted malware samples with CERT-In,
 - 5) updates the firmware/software with the digitally signed OEM validated patches only.
 - 6) enables only those ports and services that are required for normal operations. In case of any emergency the procedure as laid in Access management be followed.
 - 7) maintains firewall logs for the last 6 months duration. Firewall logs shall be analysed and all critical and high severity comments shall be addressed for effective closure.
 - 8) retains document of FAT, SAT test results and report/ certificate of cyber tests carried out for compliance of Government Orders and Cyber Security Audit.*
 - 9) maintains all cyber logs and cyber forensic records of any incident for at least** 90 days.

* FAT, SAT must include comprehensive cyber security tests of the component/equipment/system to be delivered/delivered at site.

** 90 days from date of the commissioning of the system/recovery from any incident, whichever is later.

- d) The Responsible Entity shall routinely audit and test security properties of the Critical System and must act upon, in case if any new vulnerabilities is identified through testing or by the equipment manufacturer.

- e) The Responsible Entity shall design a secure architecture for control system appropriate for their process control environment*.
- f) All State Load Dispatch Centres(SLDCs) shall comply with the directions issued by the National Load Dispatch Centre(NLDC) as well as Regional Load Dispatch Centres(RLDCs) U/s 29 (1) of the Electricity Act, 2003 to ensure stability and cyber security of grid operation and achieve efficiency in the grid operation. In case of any non-compliance, the Head of SLDC shall be responsible and shall be liable for Penalty as per the provision of CERC/SERC.

*There are so many different types of systems in existence and so many possible solutions, it is important that the selection process ensures that the level of protection is commensurate with the business risk and the Responsible Entity shall not rely on one single security measure for its defence. *(Reference IEC/TR62351-10 Edition1.0 2012-10 Power systems management and associated information exchange –Data and communications security – Part 10: Security architecture guidelines).*

Article 6 Cyber Risk Assessment and Mitigation Plan

- a) The Responsible Entity shall document in their Cyber Security Policy a Cyber Risk Assessment and Mitigation Plans drawn upon the best practises being followed in the Power Sector, and the same shall be approved by Board of Directors.
- b) The Cyber Risk Assessment and Mitigation Plans shall clearly define the matrix for assessing the cyber risk of both IT and OT environment and risk acceptance criteria.
- c) The Cyber Risk Assessment Plan shall be capable to demonstrate that repeated cyber security risk assessment delivers consistent, valid and comparable results.
- d) The review of cyber risk assessment shall be carried out at least once in a Quarter. The actionable of risk treatment and mitigation shall be tracked in this review for their effectiveness.
- e) The CISO shall be responsible for implementation and regular review, on the basis of internal and external feedbacks, of the Cyber Risk Assessment and Mitigation Plans.

Article 7 Phasing out of Legacy System

- a) As the life cycle of the Power System Equipment/System is longer than that of IT Systems deployed therein, the Responsible Entity shall ensure that all IT technologies in the Power System Equipment/System should have the ability to be upgraded.
- b) The Responsible Entity shall ensure that the Information Security Division shall draw the list of all communicable equipments/systems nearing end life or are left without support from OEM. Thereafter CISO shall identify equipment/systems to be phased out from the list drawn, firm up their replacement plan and put up the replacement plan for approval before the Board of Directors.
- c) The CISO shall ensure that till equipments/systems nearing end life or left without support from OEM are not replaced, their cyber security is hardened and ensured through additional controls provisioned in consultation with the OEM or alternate Supplier(s)*.
*e.g. Use of CDAC developed AppSamvid and whitelisting of applications installed may be explored across all legacy systems.
- d) The Responsible Entity shall document in their Cyber Security Policy a Standard Operating Procedure for safe and secure disposal of outlived or legacy devices.

Article 8. Cyber Security Training.

- a) The Responsible Entity shall establish, document, implement, and maintain an annual cyber security training program for personnel having authorized cyber or authorized physical access (unescorted or escorted) to their Critical Systems.
- b) The Responsible Entity shall review annually their cyber security training program and shall update it whenever necessary. Annual Review shall record evaluation of the effectiveness of the trainings held.
- c) The Responsible Entity shall ensure that Cyber Security training program designed for their IT as well as OT O&M Personnel must include following topics and as per their functional requirements and security concerns additional topics shall be added:
 - 1) User authentication and authorization.
 - 2) Cyber Security and Protection mechanisms of IT/OT/ICS Systems.
 - 3) Introduction to various standards i.e. ISO/IEC:15408, ISO/IEC:24748-1, ISO: 27001, ISO: 27002, ISO 27019, IS 16335, IEC/ISO:62443.
 - 4) Training on implementation of ISO/IEC 27001 and awareness on IEC 62443.
 - 5) Vulnerability Assessment in the Critical System.
 - 6) Monitoring and preserving of electronic logs of access of Critical Assets.
 - 7) Detecting cyber-attacks on SCADA and ICS systems
 - 8) The handling of Critical System during cyber crisis.
 - 9) Action plans and procedures to recover or re-establish normal functioning of Critical Assets and access thereto following a Cyber Security Incident.
 - 10) Hands on SCADA operation at any of the Regional Load Dispatch Centre.
 - 11) Handling of risks involved in the procurement of COTS Products.
- d) All Personnel engaged in O&M of IT & OT Systems shall mandatorily undergo courses on cyber security of Power Sector from any of the training institute designated by CEA, immediately within 90 days from the notification of CEA Guidelines on Cyber Security in Power Sector.
- e) The Responsible Entity shall ensure that none of their newly hired or the current Personnel have access to the Critical System, prior to the satisfactory completion of cyber security training programme from the Training Institutes designated in India, except in specified circumstances such as cyber crisis or an emergency.
- f) NPTI in consultation with CEA shall identify and design domain specific courses on Cyber Security for different target groups. The “Governing Board for PSO Training and Certification” shall approve the content, duration etc of these courses and shall review it Annually. NPTI shall conduct these courses at all of their branches on regular basis and shall maintain the list of the Participants successfully completing the course.

Article 9 Cyber Supply Chain Risk Management

- a) The Responsible Entity shall ensure that, as and when Ministry of Power, Government of India notifies the Model Contractual Clauses on cyber security, these clauses are included in their every Bid invited for procurement of any ICT based components/equipments/System to be used for Power System.
- b) The Responsible Entity shall ensure that all the Communicable Intelligent Equipments and the Service Level Agreements (SLAs) for their Critical Systems shall be sourced from the list of the “Trusted Sources” as and when drawn by MoP/CEA.

- c) The Responsible Entity shall ensure that, in case, for the any Communicable Intelligent Devices, if no Trusted Source has been identified, then the successful bidder in compliance with the provisions made in MoP order dated 2.7.2020 and any other relevant MoP order has got the product cyber tested for any kind of embedded malware/Trojan/cyber threat and for adherence to Indian Standards at the designated lab.
- d) The Responsible Entity shall ensure that the essential cyber security tests are carried out successfully during FAT, SAT as detailed in **Annexure A**. The equipment/System besides for functionality shall also be tested in the factory for vulnerabilities, design flaws, parts being counterfeit or tainted, so as to minimize problems during on-site-testing and installation. Cyber Security Conformance Testing are to be carried out in the designated Lab as listed in **Annexure-I of MoP Order No. 12/13/2020-T&R dt. 8th June, 2021(Order at Annexure-B)**.
- e) The Responsible Entity shall ensure that the Equipment/System supplied by the successful bidder shall accompany with a certificate^{\$, #} obtained by OEM from a certification body accredited to assess devices and process for conformance to IEC 62443-4 standards during design and manufacture. The Responsible Entity shall accept the certificate submitted along with the supplied Equipment/System only if it's in line with the Testing Protocol as notified by Ministry of Power, Government of India, from time to time.
- f) The Responsible Entity in compliance to the requirement of Article 9(e) shall also accept, till the setting up of an adequate certification facility in the India, a digitally signed self-declaration of conformance to the IEC 62443-4 standards during design and manufacture of the equipment/system, if submitted by the OEM.
- g) The Responsible Entity shall dispose all unserviceable or obsolete Communicable Intelligent Devices as per the procedure laid in their Cyber Risk Assessment and Mitigation Plans which shall be in line with the prevailing best practices.

\$ The National & International certification may be specified in the tender for critical systems/sub-systems being procured by the Responsible Entity.

Certification Schemes:

Embedded Device Security Assurance Certification is for an individual product,
System Security Assurance Certification is for a set of products in a system (possibly from different vendors)

Security Development Lifecycle Assurance Certification is for the development processes that a manufacturer uses for developing products.

Article 10 Cyber Security Incident Report and Response Plan

- a) The CISO of the Responsible Entity shall report in the formats prescribed by CERT-In, all Cyber Security Incidents, classified as reportable events.
- b) Root cause analysis for all reportable events shall be carried out and corrective action taken, so as to ensure that any re-occurrence of such event can be managed with ease.
- c) The Responsible Entity shall mandatorily define in their Cyber Security Policy, criteria(s) identified on the basis of impact analysis, for declaring the occurrence of

Cyber Security Incident(s) as a Cyber Crisis in the System owned or controlled by them.

- d) The Responsible Entity shall mandatorily designate an Officer along with his/her standby by name and designation and empower them to declare an occurrence of the incident(s) as “Cyber Crisis”. The contact details of these Officers shall be updated in the C-CMP within 15 days of changes if any due to transfer or superannuation etc.
- e) The CISO shall ensure that during any Cyber Security Incident, ISD monitors and minutely records every details of cyber security events and incidents in both IT as well as the OT System owned or controlled by the Responsible Entity.
- f) The CISO shall ensure that each cyber incident is handled strictly as per Cyber Security Incident Response Plan detailed in the latest C-CMP approved by the Board of Directors.
- g) The Responsible Entity shall ensure that the efficacy of the Cyber Security Incident Response Plan is tested annually through mock drill(s) carried out, if feasible, as simulation exercise(s) or as table top exercise(s) with wider participation of their employees, in consultation with CERT-In and sectoral CERT. In case if any shortcoming is observed in the Cyber Security Incident Response Plan suitable changes shall be made in it.
- h) The Responsible Entity shall ensure that the CISO compiles details of incident detection, incident handling, learnings from each incident and damage claims made if any and shall report to CERT-In as well as upload information on ISAC-Power Portal.

Article 11 Cyber Crisis Management Plan(C-CMP)

- a) The Responsible Entity shall prepare a Cyber Crisis Management Plan and submit to their sectoral-CERT for review with intimation to Ministry of Power/CISO-MoP. Responsible Entity shall update their C-CMP on the basis of comments made by sectoral-CERT and then submit for vetting to CERT-In. The C-CMP shall be updated once again to include the observations made by CERT-In before seeking approval of Board of Directors for implementation of C-CMP.
- b) The Responsible Entity shall ensure that the C-CMP is reviewed at least annually. The CISO shall ensure that all changes are made in C-CMP only with the due approval of Board of Directors and the changes made in C-CMP have been communicated through a verifiable means to all the concerned Personnel of the Responsible Entity.
- c) The CISOs shall be the custodian of all the cyber security related documents including Cyber Crisis Management Plan, Risk Treatment Plan, Statement of Applicability of controls, and compliance to regulator’s requirement.
- d) The CISO shall be accountable for ensuring enforcement of C-CMP by Information Security Division of the Responsible Entity, during a cyber-crisis, as and when declared by the designated Officer. (refer Article 10(d))

Article 12: Sabotage Reporting%

- a) The Responsible Entity shall incorporate procedure for identifying and reporting of sabotage in their Cyber Security Policy within 30 days from issue of the Guidelines, or grant of licence under the appropriate legal provisions to the Responsible Entity.
- b) The CISO shall be held liable for non-reporting of identified sabotage(s) as per procedure laid for identifying and reporting of sabotage in the Cyber Security Policy of the Responsible Entity.

- c) The CISO shall prepare a detailed report on disturbances or unusual occurrences, identified, suspected or determined to be caused by sabotage in the Critical System of the Responsible Entity, and shall submit the report to the Sectoral CERT as well as to CERT-In within 24 hours of its occurrence.
- d) The CISO shall submit to NCIIPC within 24 hours of occurrence the report on every sabotage classified as cyber incidents(s) on "Protected System".
- e) The CISO upon occurrence on every sabotage shall take custody of all log records as well as digital forensic records of affected Cyber Assets, Intrusion Detection System, Intrusion Protection System, SIEM and shall preserve them for at least 90 days and shall make them available as and when called upon for investigation by the concerned Agencies.

%Disturbances or unusual occurrences, suspected or determined to be caused by sabotage.

Sabotage e.g. can be a forced intrusion in un-manned/manned facility and taking control of operation of Critical System through a communicating device.

Article 13 Security and Testing of Cyber Assets

- a) The Responsible Entity shall ensure security of all in-service phase as well as standby Cyber Assets through regular firmware/Software updates and patching, Vulnerability management, Penetration testing (of combined installations), securing configuration, supplementing security controls. CISO shall maintain details of update version of each firmware and software and their certification if received from OEMs.
- b) The Responsible Entity shall carry out regularly Vulnerability Assessment of all Cyber Assets owned or under their control. If a Cyber Asset is found vulnerable to any exploits or upon any patch updates or major configuration changes, then further Penetration Testing may be carried out offline or in a suitably configured laboratory test-bed to determine other vulnerabilities that may have not been identified so far.
- c) The Responsible Entity shall specify security requirement and evaluation criteria during each phase of their procurement Process.
- d) The Responsible Entity shall ensure that all Cyber Assets being procured shall conform to the type tests as mentioned in the specification for type testing listed in the bid document. Type test reports of tests conducted in NABL accredited Labs or internationally accredited labs (within last 5 years from the date of bid opening) shall be mandated to be submitted along with bid. In case, the submitted Type Test reports are not as per specification, the re-tests shall be conducted without any cost implication to the Responsible Entity.
- e) The Responsible Entity shall ensure that all Communicable devices are tested for communication protocol as per the ISO/IEC/IS standards listed in **MoP Order No. 12/13/2020-T&R dated 8th June, 2021(Annexure-B).**
- f) The Responsible Entity shall ensure that all Critical Systems designed with Open Source Software are adequately cyber secured.
- g) The Responsible Entity as a best practise upon any incidence of Cyber Security Breach shall carry out cyber security tests at any lab designated for cyber testing by Ministry of Power. These tests shall be similar to Pre Commissioning Security Test and those essential for carrying out Post Incident Forensics Analysis.

Article 14 Cyber Security Audit

- a) The Responsible Entity shall implement Information Security Management System (ISMS) covering all its Critical Systems.
- b) The Responsible Entity shall through a CERT-In Empanelled Cyber Security OT Auditor shall get their IT as well as OT System audited at least once in every 6 (six) months and shall close all critical and high vulnerabilities within a period of one month and medium as well as low non-conformity before the next audit. Effective closure of all non-conformities shall be verified during the next audit.
- c) The Cyber Security Audit shall be as per ISO/IEC 27001 along with sector specific standard ISO/IEC 27019, IS 16335 and other guidelines issued by appropriate Authority if any. These mentioned standards shall be current with all amendments if any and in case if any standard is superseded, the new standard shall be applicable. CISO shall ensure immediate closure of non-conformance, based on the criticality and by means all non-conformances are to be closed before the next audit.
- d) The Responsible Entity shall ensure that CISO has all the required systems and documents in place, as mandated by NSCS for base line cyber security audit.

FAT & SAT

1. During FAT stage, the customer has to verify all types test reports / certificates including Communication protocol and security conformance tests of the devices offered for FAT.
2. FAT of SCADA involves testing as a whole system in the integrated scale down set up. For SCADA, Indian standard IS 15953: 2011 “SCADA System for Power System Applications” provides definition and guidelines for the specification, performance analysis and application of SCADA systems for use in electrical utilities (for transmission & Distribution) including guidance on Tests and inspections.
3. The SAT will be done at customer site as per the SAT document mutually agreed by buyer and supplier. For SAT also, guidance from IS 15953: 2011 need to be applied.
4. IEC 61850-10-3 Communication Networks and Systems For Power Utility Automation- Functional testing of IEC 61850 systems (in draft stage - CDTR) covers testing of applications within substations covering
 - a. A methodical approach to the verification and validation of a substation solution
 - b. The use of IEC 61850 resources for testing in Edition 2.1
 - c. Recommended testing practices for different use cases
 - d. Definition of the process for testing of IEC 61850 based devices and systems using communications instead of hard wired system interfaces (ex. GOOSE and SV instead of hardwired interfaces)
 - e. Use cases related to protection and control functions verification and testing.

This standard may be used as a guidelines for FAT & SAT for Substation Automation System (SAS) based on IEC 61850.

Annexure - B**Annexure – 1****List of designated laboratories for cyber security conformance testing****Table -A. Field Equipment /Operational Technology (OT)**

Sl. No.	Equipment	Communication Protocol Conformance Standards	Protocol Security Conformance Standards	Designated Laboratories
1	Remote Terminal Units (RTUs) & PLCs with IEC communications protocols	IEC 60870-5 -101 / IEC 60870-5 -104 (Test Details Annexure 2)	IEC 60870-5- 7 Security extension & IEC 62351 series (specifically IEC 62351-100 parts 1 & 3) (Test Details Annexure-2	Central Power Research Institute (CPRI), Prof Sir C V Raman Road, Sadashivanagar P O, Bengaluru – 560080, Karnataka
2	Intelligent Electronic Equipment / Numerical Protection Relays / Bay Control Units / Bay Protection Units, Gateways, Transformer Tap controller/ changer, etc. with IEC 61850 communication protocol	IEC 61850 – 5 to IEC 61850 – 10 (Test Details Annexure 2)		CPRI
3	Smart meters with IEC 62056 communication protocols	IEC 62056 series / DLMS & IS 15959 series and IS 16444 series (Test details Annexure 2)	IEC 62056 series / DLMS & IS 15959 series and IS 16444 series (Test Details Annexure 2)	1. CPRI 2. Electrical Research and Development Association (ERDA), ERDA Road, GIDC, Makarpura, Vadodara - 390 010 Gujarat 3. Yadav Measurements Pvt. Ltd. (YMPL) 373-375, RIICO Bhamashah Industrial Area Kaladwas 313003 Udaipur – Rajasthan

Information Technology (IT) Equipment (Main / Backup / Disaster recovery (DR) Control Centre / Substation control centre IT equipment)

All IT products procured /supplied shall have a valid Certificate of Common Criteria as per ISO/IEC 15408 issued by signatories of the Common Criteria Recognition Agreement (CCRA) (www.commoncriteriaportal.org).

Import/procurement/supplied from vendors sourcing from prior reference countries, the Certificate for Common Criteria shall be from Government Laboratories in India according to the IC3S scheme operated by Ministry of Electronics and Information Technology, which is a signatory to CCRA.

<https://www.commoncriteria-india.gov.in/>

Details of tests for various identified products**Remote Terminal Units (RTUs) (Sl. No. 1 of Table – A of Annexure – 1)****Test protocol:**

Utilities / manufacturers will submit the sample along with all the required technical documentation for taking up testing to the designated laboratory.

Reference standards

- 1) IEC 60870-5-101 & IEC 60870-5-104 as applicable
- 2) IEC 60870-5-7 Telecontrol equipment and systems - Part 5-7: Transmission protocols - Security extensions to IEC 60870-5-101 and IEC 60870-5-104 protocols (applying IEC 62351)
- 3) IEC 62351-100-1 & IEC 62351-100-3 and other cross referenced standards.

Test cases**Extract from standard (IEC 62351-100-1)**

The conformance test cases are divided into four clauses:

- Clause 5: Verification of configuration parameters. This clause contains the configuration parameters affecting the message contents and/or the protocol behaviour.
- Clause 6: Verification of communication. The goal of this clause is to verify that Device Under Test (DUT) is able to implement the security extension messages as described in IEC TS 60870-5-7.
- Clause 7: Verification of procedures. The goal of this clause is to verify that DUT is able to execute the security extension procedures as described in IEC TS 62351-5.
- Clause 8: Test result chart. This clause contains the results of the test cases listed in Clauses 6 and 7 for each supported value of the configuration parameters listed in Clause 5.

The test cases are organized in tables. They are numbered; their numbering syntax is: Subclause number (where the Table is located) + test case number.

In the column ‘reference’ each test case has a direct reference to IEC TS 62351-5 or IEC TS 60870-5-7 where the clause under test is defined.

Test cases are mandatory depending on the description in the column ‘Required’. The following situations are possible:

M= Mandatory test case. The test is referencing a clause that is mandatory in IEC TS 62351-5 or IEC TS 60870-5-7.

Protocol Information Conformance Statement (PICS) x, x = Mandatory test case if the functionality is enabled in the PICS (by marking the applicable check box), with a reference to the section number of the PICS (x.x).

Conformance testing of security extension procedures

The security extension procedures can be summarized as follows:

- User management
- Update key maintenance
- Session key maintenance
- Challenge/Reply authentication
- Aggressive Mode authentication

Extract from standard (IEC 62351-100-3)

IEC 62351-3 defines the requirements related to the authentication/encryption protocol, procedures and methods to be implemented at TCP/IP (transport) level.

The conformance test cases are divided into three clauses:

- Clause 5: Verification of configuration parameters. This clause contains the parameters specified by the standards referencing IEC 62351-3 (see IEC 62351-3:2014/AMD1:2018, Clause 7) and affecting the protocol behaviour.
- Clause 6: Verification of IEC 62351-3 requirements. The goal of this clause is to verify that DUT is conformant to the requirements of the IEC 62351-3.
- Clause 7: Test result chart. This clause contains the results of the test cases listed in Clause 6 for each supported value of the configuration parameters listed in Clause 5.

The test cases are organized in tables. They are numbered, their numbering syntax is: Subclause number (where the table is located) + test case number.

In the column 'Reference' each test case has a direct reference to IEC 62351-3 where the clause under test is defined. PICS or Protocol Implementation eXtra Information for Testing (PIXIT) could be found in the "Reference" column for some test cases whenever the execution of the test case shall take into account specific parameter values declared in the PICS or PIXIT of the DUT.

Test cases are mandatory depending on the description in the column 'Required'. The following situations are possible:

M = Mandatory test case. The test is referencing to a clause that is mandatory in IEC 62351-3.

PICS

or

PIXIT = Mandatory test case if the functionality is enabled in the PICS or PIXIT by marking the applicable check box or declaring the applicable value.

Intelligent Electronic Devices (IEDs) (Sl. No. 2 of Table – A of Annexure – 1)

Utilities / manufacturers will submit the sample along with all the required technical documentation for taking up testing to the designated laboratory.

Reference standards

IEC 61850 series

Specifically IEC 61850-5, IEC 61850-6, IEC 61850-7, IEC 61850-8, IEC 61850-9 and IEC 61850-10

Test cases

Communication protocol conformance as per IEC 61850 -10. This part of standard defines methods and abstract test cases for conformance testing of client, server and sampled values devices used in power utility automation systems, the methods and abstract test cases for conformance testing of engineering tools used in power utility automation systems, and the metrics to be measured within devices according to the requirements defined in IEC 61850-5. Further this part of standard specifies standard techniques for testing of conformance of client, server and sampled value devices and engineering tools, as well as specific measurement techniques to be applied when declaring performance parameters. The use of these techniques will enhance the ability of the system integrator to integrate IEDs easily, operate IEDs correctly, and support the applications as intended.

Smart Meters (Sl. No. 3 of Table – A of Annexure – 1)

Utilities / manufacturers will submit the sample along with all the required technical documentation for taking up testing to the designated laboratory.

IEC 62056 series of standards (Electricity metering data exchange – The DLMS/COSEM suite) specifies details of communication protocol requirements, conformance testing and security requirements. The Part 5-3 (DLMS/COSEM application layer) specifies the DLMS/COSEM application layer in terms of structure, services and protocols for DLMS/COSEM clients and servers, and defines rules to specify the DLMS/COSEM communication profiles. It defines services for establishing and releasing application associations, and data communication services for accessing the methods and attributes of COSEM interface objects, defined in IEC 62056-6-2 using either logical name (LN) or short name (SN) referencing.

Clause 5 and sub clauses specifies security requirements. It cover security concepts, Identification and authentication, Cryptographic algorithms, Cryptographic keys – overview, Key used with symmetric key algorithms, Keys used with public key algorithms and Applying cryptographic protection.

Note: All above referred standards shall be latest with amendments if any at the time of submission of sample(s) for testing.

Testing Criteria

1) Supply from Trusted Sources

The sample size shall be as specified by CEA as per the approved criteria for Trusted Vendors

2) Supply from other than trusted vendors

The sample size shall be 5% of the supply lot / ordered quantity (minimum one). The manufacturer shall submit request to the Nodal agency along with vendor's / manufacturer's certifications for supply chain management system practices and secure product development process implementations based on any one or more of standards ISO / IEC 27036, ISO / IEC 20243, IEC 62443 for verification.

After scrutiny of vendor's / manufacturer's certifications the supplier / utilities shall be asked to submit product to the designated laboratory for communication and cyber security conformance testing.

The supply lot shall stand rejected on failure to comply with the test requirements.

3) Supply from prior reference countries

The utility shall obtain prior permission from the Government of India for importing the product / system from prior reference countries.

The sample size shall be 10 % of the supply lot / ordered quantity (minimum one). The manufacturer shall submit request to the Nodal agency along with vendor's / manufacturer's certifications for supply chain management system practices and secure product development process implementations based on any one or more of standards ISO / IEC 27036, ISO / IEC 20243, IEC 62443 for verification.

After scrutiny of vendor's / manufacturer's certifications the supplier / utilities shall be asked to submit product to the designated Government / Government controlled Autonomous laboratory for type tests (Annexure – 4) and communication & cyber security conformance testing.

The supply lot shall stand rejected on failure to comply with the test requirements.

Type Tests

Products imported from prior reference countries shall also undergo type testing as per following standards in addition to communication protocol and security conformance testing at the designated Government / Government controlled Autonomous laboratory:

Type test standards for RTUs

1. IEC 60870-1-2:1989 Telecontrol equipment and systems. Part 1: General considerations. Section Two: Guide for specifications.
2. IEC 60870-2-1:1995 Telecontrol equipment and systems - Part 2: Operating conditions - Section 1: Power supply and electromagnetic compatibility.
3. IEC 60870-2-2:1996 Telecontrol equipment and systems - Part 2: Operating conditions -Section 2: Environmental conditions (climatic, mechanical and other non-electrical influences).
4. IEC 60870-3:1989 Telecontrol equipment and systems. Part 3: Interfaces (electrical characteristics)

Type test standard for IEDs / Numerical Protection Relays / Bay controls units

1. IEC 61850-3: 2013, Ed. 2 Communication networks and systems for power utility automation – Part 3: General requirements.

Type test standards for Smart meters

1. IS 16444: 2015 AC static direct connected watthour smart meter class 1 and 2 – Specification.
2. IS 16444 Part 2: 2017 AC static transformer operated watthour and var - Hour smart meters, class 0.2 S, 0.5 S and 1.0 S: Part 2 specification transformer operated smart meters.

Note:

1. All above referred standards shall be latest with amendments if any at the time of submission of sample(s) for testing.
2. Type tests generally covers functionality, environmental, mechanical, EMI/ EMC and electrical safety related tests.

**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 of20.....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	NHDC Limited - OSP
2	Type of receipient (for B 2B Supplieries)	Registered
3	ARN NUMBER	AA230417008028L
4	Provisional GSTIN (for B 2 B Supplieries)	23AABCN1732G2ZY
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.	Place of Business: NHDC Limited, Omkareshwar Power Station, Admin Block, Urja Vihar Parisar, Siddhwarkut, Dist. Khandwa (M.P.) State Code: 23, Pin-450554 Principal Place of Businesss: NHDC LIMITED Corporate Office, NHDC parisar, Shyamala Hills, Bhopal (MP) State Code: 23 PIN 462 013.
6	PAN	AABCN1732G
7	TAN	BPLN01788D

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



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
type of voltage / 1 / of the supply voltage	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
ambient conditions	
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
design, dimensions and weights	
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
product features, product functions, product components / general	
cascading in the case of a redundant ring / at reconfiguration	50
cascading in cases of star topology	any (depending only on signal propagation time)
product functions / management, configuration, engineering	
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
product functions / diagnostics	
product function	
• port diagnostics	Yes
• statistics Packet Size	Yes
• statistics packet type	Yes
• error statistics	Yes
• SysLog	Yes
product functions / VLAN	
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
product functions / DHCP	
product function	
• DHCP client	Yes
• DHCP Option 82	Yes
• DHCP Option 66	Yes
• DHCP Option 67	Yes
product functions / routing	
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
product functions / redundancy	
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
product functions / security	
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
product functions / time	
product function	
• SICLOCK support	Yes
• NTP-client	Yes
• SNTP client	Yes
protocol / is supported	
• NTP	Yes
• SNTP	Yes
system modification during operation	
product function / configuration in RUN via CiR/H-CiR	Yes
standards, specifications, approvals	
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
standards, specifications, approvals / CE	
certificate of suitability / CE marking	Yes
certificate of suitability / RoHS conformity	Yes; 2011/65/EU
standards, specifications, approvals / hazardous environments	
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
standards, specifications, approvals / other	
certificate of suitability	EN 61000-6-2, EN 61000-6-4
• C-Tick	Yes
• KC approval	Yes
standards, specifications, approvals / marine classification	
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 %, ± 1 % (80mV); $\pm 0.6\%$ (250mV to 1000mV), ± 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%; ± 0.7 % (Pt100/Ni100); ± 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 %, ± 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%; ± 0.5 % (Pt100/Ni100); ± 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.1,47,000/-** 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/1124/NIT-772/25/604 Date: 04.06.2025** 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)

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(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 *
Disclaimer:				
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 & 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 & 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 1st day of April, 2016 but before the 1st 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/1124/NIT-772/25/604 Date:04.06.2025
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 NHDC 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 NHDC 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 single mode 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

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: DGM(C&P)

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

Contract No: NHDC/3/C/1124/NIT-772/25/604 date 04.06.2025

Bidder Name :											
SCHEDULE OF QUANTITY AND PRICES (Schedule-A)											
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)											
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	BASIC UNIT RATE In Figures To be entered by the Bidder 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.	40	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.	3	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 CGST, SGST amount in column no. 6 & 7 respectively for intra-state supply or shall quote IGST amount in column no. 8 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										
Total in Figures								0.00	0.00	INR Zero Only	
Quoted Rate in Words		INR Zero Only									