

NHPC LIMITED
(A GOVT. OF INDIA ENTERPRISE)



CIN: L40101HR1975GOI032564

E-Tender Document

For

“ENGAGEMENT OF INDEPENDENT FIRM FOR CONCURRENT AUDIT”

Tender Reference No.: NH/CCW/CC-II/CO-209/PR10022/43

JUNE- 2022

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SECTION - I

NOTICE INVITING TENDER (NIT)

NHPC LIMITED**(A Government of India Enterprise)**

Regd. Office: NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

Notice Inviting E-Tender (NIT) -Web Notice

Online bids (e-tender) are invited in single stage- two part bidding basis Cover-I: Technical-bid and Cover-II: Financial Bid for and on behalf of NHPC Limited (A Govt. of India Enterprise) from eligible agencies/ companies/ corporation for **“Engagement of Independent Firm for Concurrent Audit”** on *Limited Tender* Basis.

1. The complete bid/ tender document can be viewed and downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal. The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> upto Bid Submission Closing Date & Time of tender. The brief details of the tender are as under:

Sl.No.	Item	Description
i	Mode of tendering	e-Procurement System Cover-I :Technical Bid Cover-II; Financial Bid
ii	Tender ID No.	2022_NHPC_694889_1
iii	Tender Reference No.	NH/CCW/CC-II/CO-209/PR10022/43
iv	Estimated Cost	Rs. 9,44,000/- (including GST) for 16 Nos. of cases i.e Rs 50000/- per case (01 no) excluding GST @18%
v	Period of Bid Validity	120 days
vi	Completion Period	FY:2022-23 & FY:2023-24
vii	Tender inviting Authority	General Manager (CC-II), 2 nd Floor, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
viii	Venue for opening of bids	Contracts Civil Division, 2 nd Floor, NHPC Ltd., Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

2. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Publishing Date & Time	16.06.2022 (17:00 Hrs)
ii)	Document Download/ Sale Start Date & Time	16.06.2022 (18:00 Hrs)
iii)	Online Bid Submission Start Date & Time	16.06.2022 (18:00 Hrs)
iv)	Online Bid Submission Closing Date & Time	15.07.2022 (18:00 Hrs)
v)	Dead line for receipt of Hard Copies & other documents in sealed envelopes (Offline submissions)	One hour prior to bid opening Date/Time at Sl. No. vi)
vi)	Bids Opening Date & Time (Cover-I)	18.07.2022 (15:00 Hrs)

vii)	Price bid Opening Date & Time (Cover-II)	Date & time to be intimated later to the bidders whose Techno-Commercial bids will be found responsive.
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3. Eligible Bidder

3.1 (a) Bids from those Bidders to whom the Tender documents have not been issued by the Employer, will not be considered. Further, the bidders shall have to meet the Qualification Criteria given as hereunder:

(b) Bidders should have valid PAN, GST Registration No., Legal Status, place of Registration and principal place of business of Firm etc.

(c) Deleted.

(d) All Start-ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.R. 501 (E) dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders. Such Bidders shall furnish with the bid a Notarized copy of the valid Certificate of Recognition for Start- up firm, issued by Department of Industrial Policy & Promotion (DIPP). In absence of this recognition certificate, benefits for start-up shall not be considered for evaluation of the bid. No other bidders will be exempted other than this.

3.2 Bidder shall not have been banned/ de-listed/ black listed/ de-barred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings. Self-declaration in this regard is to be submitted as per the enclosed Proforma.

3.3 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 procedure) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, Sh. Sutanu Behuria, IAS (Retd.) and Sh. Rakesh Kumar Agarwal, CES (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEMs is as under:

Sl. No.	Name	Contact Address
i)	Sh. Sutanu Behuria, IAS (Retd.)	602-A Beverly Park-1, MG Road, DLF Phase-2, Gurugram, Haryana -122 009 E-mail: iem.nhpc@gmail.com
ii)	Sh. Rakesh Kumar Agrawal, CES (Retd.)	A-15, Ground Floor, South Extension Part-II, New Delhi- 110 049 E-mail: iem.nhpc@gmail.com

Successful bidders shall execute Integrity Pact on non-judicial stamp paper of appropriate value as per stamp act applicable in the state of Haryana.

- 3.4 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Format-5).
- 3.5 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.
4. Bidders will submit duly signed documents/ certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.
5. In the event of the specified date for the submission of bids being declared a holiday for the Client, the hard copies of the documents will be received up to the specified time on the next working day. However, the date and time for online submission of the bids shall continue to be the date and time specified above or any amendment for the same.
6. 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 copy (ies) of the offline documents, if received by the Employer after the deadline for receipt of Hard copies prescribed in NIT, 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.
7. At any time prior to the deadline for submission of bid, the Employer may amend the Tender Document by issuing corrigendum/ addenda which shall be notified on portal <https://eprocure.gov.in/eprocure/app>. Therefore, the bidders are advised to visit the site regularly before deadline for submission of bids.
8. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
9. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Employer, shall be in the English language.

10. Employer reserves the rights to cancel the tendering process at any time before award of work without assigning any reasons thereof.

In case of any difference between wordings of English and Hindi version of 'NIT', English version shall prevail.

For & on behalf of NHPC Ltd.

General Manager (CC-II),
Contracts (Civil) Division, 2nd
Floor, NHPC Office Complex,
Sector-33, Faridabad-121003
(Haryana), Tele # 0129-2254677
E-mail-contcivil2-co@nhpc.nic.in

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

1.1. Online bids (e-tender) under Two cover system is hereby invited for and on behalf of NHPC Limited for **“Engagement of Independent Firm for Concurrent Audit”** on *Limited Tender Basis* as per enclosed Schedule of Quantities & Prices. The complete tender can be downloaded from NHPC website www.nhpcindia.com (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>.

1.2. The Tender Document comprises of documents listed below and addenda issued if any:

- i) Section-I- Notice Inviting Tender (NIT),
- ii) Section-II- Instructions to Bidders (ITB),
- iii) Section-III- Forms and Schedules,
- iv) Section-IV- General Conditions of Contract, Special Conditions of Contract, Form of Agreement and Performance Bank Guarantee
- v) Section-V- Schedule of Quantities and Prices

1.3. This section of the bidding document provides the information necessary for bidders to prepare online responsive bids in accordance with the requirement of the Client/ Employer. It also provides information on online bid submission, opening, evaluation and award.

1.4. Instructions for online bid submission:

The Techno-commercial Bid and Price Bid to be submitted on-line at Central Public Procurement e-Portal <https://eprocure.gov.in/eprocure/app>. 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.

1.4.1 Registration:

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- ii) 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.
- iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iv) 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/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.

- v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that Page they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- vii) Bidders can log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

1.4.2 Searching for Tender documents:

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

1.4.3 Preparation of Bids:

Technical Bid and Price Bid to be submitted on-line at <https://eprocure.gov.in/eprocure/app>.

- i) 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.

- ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders 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.
- iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- v) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” or “Other Important Documents” area as per tender requirements while submitting the bid, and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

1.4.4 Submission of Bids:

Two-Part Bid procedure shall be adopted for submission and evaluation of the bids. The Bidder shall accordingly prepare and submit the bids containing the required documents up to the date and time given in NIT. The bidder shall prepare the bid and submit the bid in following manner:

- i) 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.
- ii) 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.
- iii) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iv) 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.
- v) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- vi) If price quotes are required in XLS format, 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 Bill of Quantities, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file.. If the template of Bill of Quantities file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected.

- vii) 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.**

- viii) 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.
- ix) Bidders 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.
- x) 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.

1.4.5 ASSISTANCE TO BIDDERS:

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. Toll Free **Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787 .**

E-mail: support-eproc[at]nic[dot]in

Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

2. Eligible Bidder:

2.1 (a) Bids from those Bidders to whom the Tender documents have not been issued by the Employer, will not be considered. Further, the bidders shall have to meet the Qualification Criteria given as hereunder:

(b) Bidders should have valid PAN, GST Registration No., Legal Status, place of Registration and principal place of business of Firm etc.

(c) Deleted.

(d) All Start-ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.R. 501 (E) dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders. Such Bidders shall furnish with the bid a Notarized copy of the valid Certificate of Recognition for Start- up firm, issued by Department of Industrial Policy & Promotion (DIPP). In absence of this recognition certificate, benefits for

start-up shall not be considered for evaluation of the bid. No other bidders will be exempted other than this.

- 2.2 Bidder shall not have been banned/ de-listed/ black listed/ de-barred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings. Self-declaration in this regard is to be submitted as per the enclosed Proforma.
- 2.3 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 procedure) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, Sh. Sutanu Behuria, IAS (Retd.) and Sh. Rakesh Kumar Agarwal, CES (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEMs is as under:

Sl. No.	Name	Contact Address
i)	Sh. Sutanu Behuria, IAS (Retd.)	602-A Beverly Park-1, MG Road, DLF Phase-2, Gurugram, Haryana -122 009 E-mail: iem.nhpc@gmail.com
ii)	Sh. Rakesh KumarAgrawal, CES (Retd.)	A-15, Ground Floor, South Extension Part-II, New Delhi- 110 049 E-mail: iem.nhpc@gmail.com

Successful bidders shall execute Integrity Pact on non-judicial stamp paper of appropriate value as per stamp act applicable in the state of Haryana .

- 2.4 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Format-5).
- 2.5 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

3. Cost of bidding document:

- 3.1 Complete bid document can be viewed and downloaded from NHPC Ltd. website www.nhpcindia.com (for reference only) and Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>.
- 3.2 The bidder shall bear all costs associated with the preparation and submission of his bid, negotiation discussions etc. in the process of finalization of Contract and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Note: Mere issuance of Bid document to prospective Bidders shall not be construed that such a bidder automatically fulfills the prescribed eligibility Criteria. Whether the bidder meets the specific eligibility Criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their Bid.

4. Deleted

5. Clarification of Bidding Documents:

- 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail or facsimile at the address indicated in the NIT. The Employer will respond to any request for clarification received earlier than 05 days prior to the deadline for submission of bids. Employer's response will be published on the CPP portal <https://eprocure.gov.in/eprocure/app>, including a description of the inquiry, but without identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.
- 5.2 Any modifications in the Tender documents, shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 5** of ITB.

6. Amendment of Bidding Documents:

- 6.1 Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.
- 6.2 Any addenda/ corrigenda issued prior to submission of bids would be put up on the CPP portal <https://eprocure.gov.in/eprocure/app> as well as on NHPC website www.nhpcindia.com. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders have to check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.

- 6.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the Employer shall extend as necessary the deadline for the submission of bids.

7. Language of bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

8. Bid Currency:

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

9. Bid Validity:

- 9.1 Bids shall remain valid for a period of **120 days** after the deadline date for bid submission specified in NIT.

- 9.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or facsimile. A bidder may refuse the request of Employer. A bidder agreeing to the request will not be required or permitted to modify his bid.

- 9.3 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.

- 9.4 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid after period of bid submission, unless the same has been expressly sought for by the Employer, shall be disregarded.

- 9.5 The Bidders are advised in their own interest to ensure that all the points brought out in the Tender Document are complied with in their bid. During clarification, if bidder furnishes the additional work experience document other than the already submitted experience document with the bid, the same cannot be entertained.

- 9.6 The Contract shall be for the whole Works, based on the 'Schedule of Quantity and Price' submitted by the Bidder.

10. Preparation, Receipt and Signing of Bid:

The Bid shall be prepared and submitted in Two Cover as stated hereunder. Submission of the bids by any other means shall not be accepted by the Employer in any circumstances.

10.1 Online Submission:

10.1.1 **Technical Bid:** This shall be named “Technical Bid”. No bid price related information shall be mentioned in the Technical Bid. Techno-commercial Bid shall comprise;

- i) Scanned copy of credentials in support of meeting qualification criteria as per clause 2.1 and 15 of ITB.
- ii) Declaration in respect of banning/ de-listing as per **Clause 2.2** of ITB.
- iii) Pre-Contract Integrity Pact along with Annex-A and its Appendix-I to IV as per **Clause 2.3** of ITB.
- iv) Form of Declaration, ECS Form, Bid Proforma, as per format appended in Section-III.
- v) Declaration regarding Insolvency and Bankruptcy Code, 2016 (Format-5).
- vi) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender
- vii) Scanned copy of all the documents indicated in **Clause 10.2.1** of ITB

10.1.2 **Financial Bid:** It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantities and Prices.

Financial Bid shall be submitted in Electronic Form on the portal by the date & time as specified in NIT. Submission of the “Financial Bid” by any other means shall not be accepted by the Employer 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.

10.2 Offline Bid/ Hard copy/ Supporting documents:

Bidder shall be submit the hard copy(ies) of documents as mention at **sub para 10.2.1** in (one) sealed envelope, which must be either delivered by hand or by registered mail, and submitted by the date and time as specified in NIT. The envelope received late or after the prescribed due date and time will not be entertained. NHPC will not be responsible for any postal delay. No bid price related information shall be mentioned in offline submission.

If hard copy (ies) of the offline documents, not received by the Employer upto deadline for receipt of Hard copies prescribed in NIT/ ITB, then it will be considered as ‘non-responsive 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 not be processed further.

10.2.1 The sealed Envelope containing hard copy of documents shall be marked as “Hard copy(ies) of documents” for “**Engagement of Independent Firm for Concurrent Audit**”.

- i) Pre-Contract Integrity Pact along with Annex-A and its Appendix-I to IV as per **Clause 2.3** of ITB.
- ii) Notarized Power of Attorney in respect of the person authorized for signing the Bid as per **Clause 10.4** of ITB.

10.3 The bid submitted shall become invalid If any discrepancy is noticed between the documents as uploaded at the time of submission of bid (**Clause 10.1.1**) and hard copies as submitted physically to the Tender Inviting Authority (**Clause 10.2.1**).

10.4 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same shall be furnished with the bid.

10.5 The Employer reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

10.6 Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc.” shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Employer.

10.7 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.

10.8 DELETED

10.9 The rates quoted shall be inclusive of all taxes and duties etc. but excluding Goods and Services Tax (GST).

The Goods and Services Tax (GST) as applicable on the subject services shall be borne by the Employer as per GST Act/ Rules.

10.10 The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders’ standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.

10.11 The bidder shall submit rate analysis of quoted price if so desired by the Employer.

10.12 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.

11. Late Bid:

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 copy (ies) of the offline documents, if received by the Employer after the deadline for receipt of Hard copies prescribed in NIT, 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.

12. Modification, Substitution and Withdrawal of Bid:

- 12.1** After Submission of bid, the bidder can re-submit revised bid any number of times but before stipulated deadline for submission of bid. The bidders are advised not to withdraw their bids, as once the bid is withdrawn they cannot participate in the same tender again.
- 12.2** The server time (which is displayed on the bidder's dashboard) will be considered as standard time for referencing the deadline for submission of the bids by the bidders, opening of bid etc. The bidder should follow this time during bid submission.
- 12.3** No bid shall be withdrawn or modified/ revised in the interval between the bid submission deadline and the expiration of the Bid Validity period specified in the bid document. Withdrawal or modification of a bid during this interval will result their bid non-responsive.

13. Opening of Bids by Employer:

- 13.1** The Employer/ Authority inviting Tender will open the bids received (except those received late) in the presence of the bidders/ bidder's representatives who choose to attend at the time, date and place specified in the NIT. The Bidders/ Bidder's representatives who are present shall sign a register evidencing their attendance. Bidder(s) can also view Bid opening online on the CPP portal <https://eprocure.gov.in/eprocure/app> at their end.

In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

- 13.2** Online Cover including Technical & Financial Bid and Offline Bids shall be opened simultaneously..

14. Examination of Bids and Determination of Responsiveness:

- 14.1** During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:
- (a) meets the eligibility criteria defined in **Clauses 2 of ITB**;
 - (b) has been properly signed;
 - (c) is accompanied by the required securities; and
 - (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantities and Prices, Technical Specifications and Drawings, if any.
- 14.2** A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- a) which affects in any substantial way the scope, quality, or performance of the Works;
 - b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
 - c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or

d) which is inconsistent with the bidding documents,

14.3 If a “Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

14.4 During techno-commercial Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer’s request for clarification, its Bids may be rejected.

15. Evaluation and Comparison of Bids:

The Employer will evaluate and compare the Cover-II i.e. Financial Bid of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with **Clause 14** of ITB. The scope of the services are splittable /dividable in nature.

Bidder are required to quote item-wise/piece wise competitive rates for the items in the price bid.

The evaluation of bid shall be done item wise/piece wise as quoted in the price bid.

16. Award Criteria & Employer’s Right to accept any bid and to reject any or all Bids:

16.1 The Employer will award the Contract to the Bidder who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2 of ITB; (b) determined substantive responsive and (c) and who has offered the lowest Evaluated Bid Price pursuant to Clause 15 of ITB.

16.2 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.

16.3 In case two or more bidders are evaluated lowest (L-1), all those lowest bidders (L-1) shall be asked to participate in the Snap bidding at NHPC office and they will be required to submit their fresh financial bid on spot basis. In case of snap bidding, the bid will be finalized with the bidder whose bid emerges to be the lowest on the basis of snap bidding in presence of bidders participating in the snap bidding

16.4 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the “Letter of Acceptance”, which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.

16.5 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement with NHPC on non-judicial paper of appropriate value as per Stamp Act in the format appended within 10 days from the date of issue of Letter of Acceptance.

17. Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

- a) for the purposes of this provision, the terms set forth below shall mean as under:
 - i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, 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/ omission of facts in order to influence a procurement process or the execution of a contract.
 - iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.

18. Contacting the Employer:

18.1 Subject to ITB Clause 13.4, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

18.2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

19. Preference for MSEs registered units:

Information w.r.t Public Procurement Policy for Micro and Small Enterprise (MSES) order'2012

MSME Development Act`2006 is applicable to all contractors/ suppliers/ service providers. Therefore information as per Proforma appended hereto in Section-III is required to be submitted/ enclosed by the bidder along with bid.

20 Deleted

- 21.** Bidder shall comply with the provisions of “Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017” dated 23.07.2020 and subsequent clarifications.

Any bidder from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) will be eligible to bid only if the bidder is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) unless such contractor is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

A bidder is permitted to procure raw material, components, sub assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as "sub-contracting".

However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authroised agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017.

SECTION - III

FORMS AND SCHEDULE

FORM OF DECLARATION

M/s-----**(name of Tenderer)** having its registered office at ----- (hereinafter referred to as `the Tenderer') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for “-----
-----**(name of the Work)**” , the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and

The above statement submitted by us is true and correct to our best knowledge.

Dated:

For and on behalf of the Tenderer
(To be signed by Power of Attorney Holder)

ECS - Form
 ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
 (PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No.

BIDDER'S NAME : _____

ADDRESS : _____

TELEPHONE / MOBILE NUMER : Telephone : _____ Mobile : _____

PARTICULARS OF BANK ACCOUNT :
 BANK NAME : _____

ADDRESS : _____

TELEPHONE / MOBILE NUMER : Telephone : _____ Mobile : _____

IFSC CODE OF THE BANK (For payment through RTGS)	:																		
ACCOUNT TYPE	:																		

(SB Account/Current Account or Cash Credit with code 10/11/13)

ACCOUNT NUMBER : _____
 (As appearing on the Cheque Book)

I/We hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the user company (NHPC Ltd.) responsible.

(-----)
 Signature of the Bidder with Seal

Date : _____

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

Signature of the Authorised Official from the Bidder

Date : _____

(Bank's Stamp)

BID PROFORMA

Sl. No.	Description of information	Replies by the bidder
1.	Name of the Firm/ Company	:
2.	Complete Address of Regd./Head Office	
	i) Postal	:
	ii) Telephone/ Fax	:
	iii) E-mail	:
3.	Former name of Firm/ Company (if any)	:
4.	Type of the Firm /Company (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.)	:
5.	Year and place established	:
6.	Have your Company ever been declared Bankrupt (if yes give the details)	:
7.	Whether the Prices quoted are firm/variable	: Firm
8.	Validity period of tender, reckoned after the deadline date for bid submission.	: 120 days
9.	Whether furnished & filled all schedules/ annexure appended to tender document	:
10.	GST Registration No. (GSTIN)	:
11.	HSN/ SAC Code	:

:
:
:
:

For & on behalf of _____
Signature : _____
Name : _____
Designation: _____ (of

Station : _____
Date: _____

the authorized representative of the
bidder) Official Seal of the Company:

Declaration of Ineligibility

I/ We, M/s(Name of the Bidder) hereby certify that I/we have not been declared ineligible under para 6 of Guidelines on Banning of Business dealings.

(Seal & Signature of the Bidder)

[To be uploaded online (scanned copy)]

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

I/ We, M/s _____ (Name of Bidder) hereby certify that proceedings for insolvency under the Insolvency and Bankruptcy Code, 2016, or as amended from time to time, have not started, against us and/ or our Parent/ Holding company _____ (Name of Parent/ Holding company).

(Seal & Signature of Bidder)

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

Deleted

(Format of Integrity Pact)

**PRE CONTRACT INTEGRITY PACT
Between**

NHPC Limited, a company incorporated under the Companies Act 1956 and having its registered office at NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), hereinafter referred to as “ The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at represented by 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 under laid down organizational procedures, contract/s for **“Engagement of Independent Firm for Concurrent Audit”** and the Bidder/Contractor is willing to offer against NIT No. **NH/CCW/CC-II/CO-209/PR10022/43**.

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

NOW, THEREFORE,

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

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

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

1.0 Commitments of the Employer

1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or

third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
 - 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:-

- 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any /all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.

3.5 Deleted.

- 3.6** The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 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 Bidders/Contractors 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 shall take the responsibility of the adoption of Integrity Pact 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, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the procedure mentioned in the “[Guidelines on Banning of Business Dealings](#)” attached as Annexure-A and initiate all or any one of the following actions, wherever required:-

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

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of

this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3** The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor.

However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

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

7.9 The word 'Monitor' would include both singular and plural.

8.0 Facilitation of Investigation

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

9.0 Law and Place of Jurisdiction

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

10.0 Other Legal Actions

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

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

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

11.0 Validity

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

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

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

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

For & On behalf of the Employer

For & On behalf of the Bidder / Contractor

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness

Witness

1.

1.

(Name and address)

(Name and address)

2.

2.

(Name and address)

(Name and address)

Guidelines on Banning Business Dealings

1.0 Introduction

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

2.0 Scope

- 2.1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHPC.
- 2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.
- 2.5 The suspension/banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Agency /Party / Contractor / Supplier / Bidders/Vendors”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc.

“Party / Contractor/ Supplier / Bidder/Vendor” in the context of these guidelines is indicated as ‘Agency’.

ii) **“Unit”** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.

iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:

a. For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)

- Competent Authority: CMD
- Appellate Authority : Board of Directors

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

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

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

- Competent Authority: Head of the Unit not below the rank of General Manager
- Appellate Authority: Next higher authority

iv) **“Investigating Committee”** shall *mean* a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

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

5.0 Suspension of Business Dealings.

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

Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office). In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I**

6.0 Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.

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

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

7.0 Procedure for Banning of Business Dealings

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

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

7.4 Show Cause Notice

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

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

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

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

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

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

7.5 Speaking Order

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

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

7.6 Period of banning

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

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

7.7 Effect of Banning

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

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

the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

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

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

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

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

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

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

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

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

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

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

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No... Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

- (i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months’ time, the Competent Authority may extend the period of Suspension
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- (iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

- (iv) In cases where tenders have already been issued to you and Price Bids have already been opened , the tendering process shall be continued
- (v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi)(a) In case the Firm is in Joint Venture the following would also be applicable:

i) Participation of Agency in Joint Venture

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

ii) Banning of joint Venture:

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

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

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.
- (e) On expiry of the above period of Suspension/Banning, you may approach.....(Indicate the concerned procurement department), with request for revocation of the order

mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No .

Date

To

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.

(Format for Intimation of Banning of Business Dealing)
BY REGD. POST/SPEED POST/COURIER

No... Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

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

“ Brief of the Default may be mentioned”

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

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

This order shall have the following effects:

- 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 & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- (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 Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
- (d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of

the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

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

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

Appellate Authority :

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

(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/son Suspension/Banning List by NHPC;

2. Your Appeal reference Dt....

Dear Sir,

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

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

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

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

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

Yours faithfully,For & On behalf of NHPC.

SECTION – IV

- a) GENERAL CONDITIONS OF CONTRACT**
- b) SPECIAL CONDITION OF CONTRACT**
- c) FORM OF AGREEMENT**

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- i) “Contract” means the Contract Agreement, Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract together with documents (if any), which are listed in Contract Agreement or in the Letter of Acceptance.
- ii) “Services” means the services to be performed by the Consultant in accordance with the Contract.
- iii) “Client” or “Employer” means the party named in the Contract, who employs the Consultant, and legal successors to the Client and permitted assignees.
- iv) “Consultant” or “Contractor” means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services and legal successors to the Consultant and permitted assignees.
- v) “party” and “parties” means the Client and the Consultant and “third party” means any other person or entity as the context requires.
- vi) “day” means the period between any one midnight and the next.
- vii) “month” means a period of one month according to the Gregorian calendar commencing with any day of the month.
- viii) “Independent External Monitors (IEMs)” means External Monitor(s) appointed by the Client to oversee the implementation of Integrity Pact.
- ix) “Integrity Pact” means the Pact signed between the Client and Consultant committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- x) “Time for Completion” means the time within which the Services shall be performed by the Consultant in all respect.

2. INTERPRETATION

- i) The marginal words and other headings in the Contract shall not be taken into consideration in the interpretation of these Conditions.
- ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- iii) If there is conflict between provisions of the Contract, the last to be written chronologically shall prevail, unless otherwise specified in the Special Conditions of Contract.

3. CONTRACT PRICE

Contract Price is a Piece wise (Project wise sum) amount stated in Letter of Acceptance.

4. DELETED.

5 DELETED.

6 SUFFICIENCY OF TENDER

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Schedule of Quantity and Price, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

7 NOTICES

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, in person to such Party at their address.

8 TAXES AND DUTIES

8.1 Taxes, duties, Income tax, GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Consultant on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of Income Tax and GST (on Service) payable to appropriate authorities will not be subject to adjustment.

8.2 The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.

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

8.4 Invoices and other documents submitted by consultant for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.

8.5 The consultant shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

9. COMMENCEMENT AND COMPLETION OF CONTRACT

9.1 Effectiveness of Contract

This Contract shall come into effect on the date of issue of Letter of Acceptance or such other later date as may be stated in the Letter of Acceptance.

9.2 Commencement and completion period of Services

The services under the contract shall commence from effective date of contract as per **Sub clause 9.1** and completed as per Completion Schedule subject to extensions, if any, in accordance with Contract. Certificate of Completion of services shall be issued by Client.

10 EXTENSION OF TIME

Time shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or Suspension of work as per direction of Client or failure of Client to fulfillment of its obligation and variation in Schedule of Quantity.

11 LIQUIDATED DAMAGES

If the Consultant fails to comply with the Time for completion for the whole of the Services within the stipulated time, then the Consultant shall pay to the Client 0.035% of Contract Price per day (Maximum 5% of Contract Price) of delay as liquidated damages for such default and not as a penalty. The Client may, without Prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Consultant. Any GST liability on account of Liquidated Damages shall be borne by the Consultant.

12 FORCE MAJEURE

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13 SUSPENSION OF WORK

The Consultant shall on the order of the Engineer-In-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-In-Charge may consider necessary. The Consultant has no right to suspend the work at any stage unilaterally.

14 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

During the period of their inability to perform the Services as a result of an event of Force Majeure under **Clause 12** or Suspension of work under **Clause 13**, the Consultant shall be entitled for compensation as may be considered reasonable by the Engineer-In-Charge in respect of salaries or wages paid only by the Consultant to his such employees who are exclusively retained for the client's work during the periods of such Force Majeure and suspension. In case employee(s) of consultant are engaged partially for the client's work, the wages or salaries shall be reduced proportionally as decided by the Engineer-In-Charge. Consultant shall not be entitled for payment for such employee(s) who are diverted to perform other work during the periods of such Force Majeure and suspension.

15 CONSULTANT NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16 OBLIGATIONS OF THE CONSULTANT

The Consultants shall perform the Services set out in the Scope of Services/ Works in accordance with the Contract. Consultant shall notify the Client in writing within 10 Working Days if the Consultant thinks a Client direction is a Variation, and as soon as practicable if the Consultant thinks any other circumstance is a Variation. The notice shall include details of the estimated cost of the Services, likely or estimated impact on the programme and completion date for the Services and make recommendations on how to proceed.

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. If it is necessary to replace any person, the consultant shall immediately arrange for replacement by a person of comparable competence. The cost of such replacement shall be borne by the consultant.

The Consultants and his Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

17 DELETED.

18 CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

In exceptional circumstances, Client may allow taking up of part services through an expert or Sub-Consultant. The Consultant shall obtain the Client's prior approval in writing before taking such action. However, such approval shall not absolve the Consultant of the responsibility of fulfilling NHPC Ltd.'s requirements.

19 CLIENT'S PROPERTY

19.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

19.2 Anything supplied by or paid for by the client for the use of the Consultant shall be the property of the Client and where practicable shall be so marked.

20 OBLIGATIONS OF THE CLIENT

The Client shall provide necessary information available with him to the consultant free of cost required to fulfill the consultant's obligation under the Scope of Services.

21 DURATION OF LIABILITY

Neither party shall be liable for any loss or damage occurring after the completion of the Services.

22 VARIATIONS

22.1 Variations to the Services

The Client may order a Variation to the Services, in writing, or may ask the Consultant to propose a Variation to the Services, the impact of which on the cost, programme and completion date for the Services shall be agreed as stated above in **Clause 16**.

Where the Consultant notifies the Client under **Clause 16**, that any direction or circumstance should be treated as a Variation, the Client shall as soon as practicable after receiving such notice, but within 30 Working Days, notify the Consultant in writing whether or not it considers the direction or other circumstances to be a Variation.

If the Client does not consider the direction or other circumstance to be a Variation then the Client and Consultant shall attempt to resolve the matter as soon as practicable, and if a Variation entitlement is agreed, proceed as in **Sub-clause 22.2**.

22.2 Agreement of Variations

The Client and the Consultant shall agree, in writing, the value of the Variation and its impact on the programme and completion date for the Services, or the mechanism under which the value and impact on the programme and completion date for the Services will be derived.

Where practicable the value of the Variation and impact on the programme and completion date for the Services shall be agreed between the parties prior to the Variation works progressing.

In the event that the Parties are unable to reach agreement on the value and impact on the programme and completion date for the Services, the matter shall be treated as a dispute and resolved in accordance with **Clause 26**. Under no circumstances, the Consultant shall suspend the work on account of non-settlement of issues between the parties (i.e. Client & Consultant).

23 PAYMENT TO THE CONSULTANTS

23.1 Lump Sum Remuneration:

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Scope of Work described in 'Special Conditions of Contract'. However, the Contract Price may only be increased above the amounts stated in **Clause 8** and if the Parties have agreed to additional payments in accordance with **Clause 22**.

23.2 Terms and Conditions of Payment:

- a) The payment of the fees/ charges as stipulated in SCC under this Contract will be made in accordance to schedule of payment as stipulated in Special Conditions of Contract. The payment on account for the amount admissible shall be made by the Engineer-In-Charge certifying the sum to which the Consultant is considered entitled for the services after deducting there from, the amounts already paid and such other amounts as may be required to be withheld/ deductible/ recoverable in terms of the Contract/ Applicable Law.
- b) **In case of MSE:** All the payments for the supplies and/ or services {as applicable} rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five days from the day of acceptance*.

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

- c) **In case of non-MSE:** All the payments for the supplies and/ or services {as applicable} rendered by Non-MSEs (Non-Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five days from the receipt of invoice/ bills from the Contractor/ Supplier compete in all respect.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 6% p.a.

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

- d) Payment due to the Consultant shall be made by direct credit into his designated bank account, duly authorized by the Consultant through ECS mode.

24 CONFLICT OF INTEREST

The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract.

25 DEFAULT BY THE CONSULTANT AND TERMINATION OF CONTRACT

If the Consultant:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Engineer-In-Charge; or
- ii) fails to complete the Works or any item of Works within the time specified or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Engineer-In-Charge; or
- iii) is engaged in corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Client may, after **giving 14 days** notice to the Contractor, terminate the contract and expel him from the Site. The Contractor shall not be entitled for any compensation whatsoever under this clause. For the purpose of this clause:
 - a) **‘Corrupt Practice’** means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.
 - b) **‘Fraudulent Practice’** means mis-representation of fact in order to influence the tendering process or the execution of a Contract 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 employer of the benefits of free and open competition.
 - c) **‘Collusive Practice’** means a scheme or arrangement between two or more bidders, with or without the knowledge of Borrower/Employer, designed to establish Bid prices at artificial, non-competitive levels.
 - d) **‘Coercive Practice’** means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract,
- iv) assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-In-Charge,

Then the Client shall have powers to terminate the Contract and forfeit the Performance Security Deposit, by not less than thirty (30) days’ written notice of termination to the Consultant.

26 SETTLEMENT OF DISPUTES

- 26.1 If any dispute arises between the Client and the Consultant in connection with, or arising out of, the Contract or the execution of the Works, whether during execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer-In-Charge, an attempt shall be made to resolve the matter in dispute amicably.
- 26.2 Any dispute in respect of which the Client and the Consultant have failed to reach at an amicable settlement pursuant of **Sub-Clause 26.1**, shall finally be referred to the Competent Court at Faridabad, Haryana.

- 26.3 In case of contract with another Central Public Sector Enterprises and Government Department(s)/ Organization(s) (other than those related to taxation matters), the following arbitration clause shall be applicable:- In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Department(s)/Organization(s) (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)FTS-1835 dated 22-05-2018.

27 AGREEMENT:

The Consultant shall execute a Contract Agreement and sign the Integrity Pact (wherever applicable) with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in the state of Haryana in the format appended within 10 days from the date of issue of Letter of Acceptance.

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract shall be read and construed along with the General Conditions of Contract. In case of any conflict or inconsistency between Special Conditions of Contract and General Conditions of Contract, provisions of the Special Conditions of Contract contained herein shall prevail

1. Background :

NHPC Limited is a Premier CPSU (Miniratna Category-I) in the country engaged in development of clean power through Hydro & other sources of Renewable Energy(RE) and has commissioned 24 Projects till date with an aggregate installed capacity of 7071.2 MW including JV, Solar and Wind projects.

2. Confidentiality:

The resource persons and your organization would not disclose the contents of any documents or any confidential information acquired during the assignment unless express consent is taken from NHPC.

3. Scope of Work, Deliverables and Special Terms & Conditions: The work involved detailed/ brief as per Annexure-I.

SCOPE OF THE WORK, DELIVERABLES AND SPECIAL TERMS AND CONDITIONS

1. Scope of Work:

- 1.1 The auditor shall ensure that the Standard Operating Procedure (SOP) issued by Niti Aayog Office Memoranda dated 05.09.2016 and the subsequent amendments/ clarifications for release of payments to Contractors is strictly adhered to by all concerned Projects/ Units of NHPC. Further, the auditor shall also comment upon the following:
- a. Whether the reconciliation statement signed by Head of Project of NHPC with the contractor is correct w.r.t. the books of accounts of NHPC, Arbitration Award and any other relevant document.
 - b. Whether amount has been released as per Escrow account agreement and reconciliation statement signed by authorised signatories of NHPC and Contractor.
 - c. Whether Interest payable as included in the payable amount is correct w.r.t. the arbitration award. Whether interest payable as included in the payable amount subsequent to award date has been worked out correctly.
 - d. Whether the amount of Bank Guarantee obtained from contractor has been correctly worked out as per NITI Aayog circular.
 - e. Whether all the documents as per the Escrow Agreement have been submitted by the Contractor.
 - f. Whether the recovery of Advances and other recoveries with reference to books of accounts, files & records of NHPC, due from the Contractor have been made.
 - g. Whether the figures of Escrow amount tally with the Arbitration Award, approval of Board and other relevant documents.
- 1.2 NHPC has constituted internal committee for **monitoring and utilization of funds from Escrow Bank Account against Bank Guarantee**. The funds against Bank Guarantee will be released to Escrow Bank Account which will be appropriated in the following order as per SOP for release of payments to the Contractors in terms of CCEA decisions - Niti Aayog OM dated 05.09.2016 :
- a. Debt Service Payments;
 - b. All Payments relating to construction/ completion of the project.
 - c. All Payments relating to construction of other projects of the Company under execution by the Contractor and
 - d. Balance, if any, in accordance with the instruction of the Contractor after receiving prior written approval of the Lender's representative and the Company.

Auditor shall examine all related documents and comment upon the efficiency of the internal mechanism of NHPC. Shortcomings in compliance of above (a) to (d) and any deficiency in the internal mechanism shall be reported along with suggestions, if any.

- 1.3 Auditor shall ensure that a consolidated list of all cases where funds have been disbursed by NHPC and withdrawn by the Contractor against Bank Guarantee is tracked by Finance Department, Corporate Office, NHPC with requisite inputs from the concerned Project/Unit.
- 1.4 Checking of requisite information provided by Finance Division for budgeting and release of funds.

1.5 Report on any event of default by the Contractor or breach of provisions of Arbitral Award Escrow Account Agreement by Contractor or any act of omission on part of NHPC.

1.6 Validity and renewal of Bank Guarantee.

1.7 The above list is not exhaustive and auditor shall apply his prudence and experience to cover any other aspect requiring attention of the management.

2. Manpower Deployment & Key Personnel:

The audit team should consist of adequate number of qualified/semi-qualified assistants (Chartered Accountants) led by a senior partner of the Firm for the audit work.

3 Payment Criteria:

3.1 The audit assignment shall be awarded to the firm quoting the lowest Audit Fees per arbitral award case. At present there are 16 arbitral award cases under process. Fee (including GST @ 18%) shall be paid for each individual Concurrent Audit assignment as per the scope of work in **Clause 1**.

3.2 The quantity (number of cases) shown in BOQ (Schedule of Quantity & price) may increase or decrease as per requirement and the decision of **Officer-In-Charge** in this regard is final & payment shall be regulated accordingly. The Payment shall be made for each individual audit assignment awarded at quoted unit rate.

3.3 No Compensation shall be paid for any increase/ decrease in the number of assignments.

4 Entitlement of TA/DA

4.1 In case Auditor is required to visit any Project/ Outstation Bank during performance of audit, Travelling & Daily Allowance shall be paid extra and the same shall be regulated based on actual claims subject to the followings:

Partners : Entitlement equal to E-8 (GM) level of NHPC

Qualified Assistants : Entitlement equal to E-6 (Sr. Manager) level of NHPC

Other Assistants : Entitlement equal to E-3 (Assistant Manager) level of NHPC

4.2 Team to visit Project/ Power Station shall consist of 02 members i.e. one Partner and one Qualified Assistant/ Other Assistant for 03 days. In case extra mandays are required, additional TA shall be paid and only DA shall be paid extra.

4.3 Payment shall be released within 10 days on receipt of invoices raised in original by the audit firm in line with payment schedule as per **Clause 7**.

4.4 TDS, as applicable, shall be deducted from all the payments.

4.5 No TA/DA /Conveyance charges shall be payable separately for visit to NHPC's Corporate Officer or any other location within National Capital Region (NCR). In case of site visit, travelling expenses and DA shall be paid extra as per norms fixed by NHPC. The travelling

expenses and DA shall be paid based on type of manpower deployed by the firm and decision of NHPC shall be final and binding in this regard. (Copy of Categorization of Manpower deployed and Rate of TA / DA - **Appendix-A** enclosed.)

4.6 During assignments, accommodation shall not be provided during visit of NHPC Corporate office and in NCR. However, facility of Guest house/Transit camp shall be provided during the site visit as per availability. In case of any exigency of staying in hotel, entitlement is provided in Annexure enclosed.

5 Counterpart Facilities

NHPC shall provide all inputs and shall provide office space at its offices for activities which are required to be performed by the Audit firm to carry out the assignment.

6 Payment Schedule & Periodicity of Report:

Interim/ Final Report shall be submitted by the Auditor within 30 days of intimation by NHPC regarding partial/ complete utilization of funds from Escrow account or on Termination/ Closure of Arbitral Award for each Escrow Account Agreement

7 Schedule of Payments:

Payment towards audit fee shall be released in proportion of fund withdrawn/utilized to total fund in each Escrow Account after submission of Interim/Final Report and acceptance by Head of Internal Audit. 100% of TA/ DA shall be paid after submission of Final Report and acceptance by Head of Internal Audit.

8 Liquidated Damages:

If the firm delays submission of report for more than 15 days and the delay is solely attributable to Audit Firm, NHPC will have the right to deduct 0.035% of Contract Price per day (Maximum 5% of Contract Price) for delay beyond the above mentioned period. Once the maximum deduction is reached NHPC may consider termination of the contract. The Corporation reserves the right to terminate the services, if the assignment is not proceeding in accordance with the terms of contract by issuing a notice of one month.

9 Officer-In-Charge: General Manager (Finance)- Internal Audit, NHPC Corporate Office, Faridabad or his authorized representative shall be the Officer-in-charge for this work.

10 Paying Authority: General Manager (Finance)- Bills, Finance Division, NHPC Limited, Corporate Office, Faridabad shall be the paying authority for this work.

Categorization of Manpower Deployed and Rates of TA/DA

Category (a)

Partner and possessing qualification of Chartered Accountant would be treated as equivalent to General Manager (E-8 Grade).

Category (b)

Support staff possessing qualification of Chartered Accountant would be treated as equivalent to Sr. Manager (E-6 Grade).

Category (c)

Non-qualified Support staff would be treated as equivalent to Assistant Manager (E-3 Grade).

Entitlements (Amounts in Rs.)

	<u>Category (a)</u>	<u>Category (b)</u>	<u>Category (c)</u>
1. <u>Accommodation:</u>	(E-8 level)	(E-6 level)	(E-3 level)
(a) Delhi, Mumbai, Bangalore,	9800	5600	3150
(b) Other Principal Cities	7700	4400	2475
(c) Other Cities/places	6160	3520	1980
2. <u>Daily Allowance:</u>			
(a) Principal Cities	1000	900	700
(b) Other Cities/places	800	720	560
3. <u>Composite Daily Allowance:</u>			
(a) Principal Cities	1250	1130	880
(b) Other Cities/places	1000	900	700

Note:

- i) The entitlement/rates of accommodation above are excluding taxes and shall be subject to Economy measure cuts notified by Government of India from time to time. Presently, GOI has notified a cut of 10% for this item. Applicable taxes shall be paid extra.
- ii) Composite Daily Allowance (Sl.no.3 above) will be admissible in lieu of Sl.no. 1 & 2 above where own lodging arrangements are made, which are not borne by the company.

4. Journey Entitlement:

Category (a) & (b)

By air (Economy class) or by rail in AC-1 Class. Where stations are not connected by rail actual taxi fare.

Category (c):

AC-II Tier or Ist Class by rail. Where stations are not connected by rail; single seat in taxi limited to Rs.10.00 per Km or actual bus fare.

5. Conveyance charges:

Actual Conveyance charges from residence to Railway station/Airport/Bus Stand and vice versa both for HQ and Tour Station will be admissible as under:

- | | |
|--------------------|--|
| Category (a) | - Actual Taxi Fare |
| Category (b) & (c) | - Actual charges by three wheeler or fare of a Single seat in taxi where availed limited to Rs.10.00 per Km in later case. |

Important points to be noted w.r.t claims submission:

1. Hotel Accommodation claim, receipt and bills of the hotel must be enclosed.
2. Principal cities are Agra, Ahmedabad, Allahabad, Amritsar, Asansol, Bangalore, Bhopal, Chennai, Coimbatore, Delhi, dhanbad, Faridabad, Hyderabad, Indore, Jabalpur, Jaipur, Jamshedpur, Kanpur, Kochi, Kolkata, Lucknow, Ludhiana, Maduria, Meerut, Mumbai, Nagpur, Nasik, Patna, Pune, Rajkot, surat, Varanasi, Varodara, Vijayawada, Vishakhapatnam.
3. If lodging and boarding both are provided by the Company at guest houses at units/projects, DA admissible will be 25% of the Composite Daily Allowance.
4. Claim for reimbursement of journey fares must be supported with adequate proof of the amount spent e.g. Ticket Number/Money Receipt in case of Journey is made by rail and in case of air journeys, air ticket folder/e-ticket confirmation & Boarding passes must be enclosed.
5. Apart from TA/DA as per the entitlement, no other claims towards food & beverages, laundry etc will be admissible.
6. For reimbursement of fare/TA/DA, Travelling rules of NHPC as amended from time to time shall be applicable.

FORM OF AGREEMENT

(On Non Judicial stamp paper of appropriate value)

This agreement is made on _____ day of _____ Two Thousand ----- between the NHPC Ltd., a Company registered and existing under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana) (hereinafter referred to as the "Employer/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and M/s _____ (herein after called "the Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Client is desirous that certain Works should be executed by the Consultant, viz: -----
----- and has accepted the Bid of the Consultant for the execution and completion of such Works and the remedying of any defects therein at the cost of ----- (Rupees-----).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) General Conditions of Contract,
 - iii) Special Conditions of Contract
 - iv) Schedule of Quantity and Price;
 - v) any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of the Consultant

For and on behalf of NHPC Ltd.

Signature-----

Signature-----

(Designation)-----

(Designation)-----

Place:

Place:

Witnessed by:

Witnessed by:

1.-----

1.-----

2.-----

2.-----

SECTION-V

Schedule of Quantities & Prices

Schedule of Quantity & Price (BOQ)

Name of Work: Engagement of Independent Firm for Concurrent Audit

Tender Reference No.: NH/CCW/CC-II/CO-209/PR10022/43

Tender ID no.: 2022_NHPC_694889_1

PRICE SCHEDULE						
Sl. NO.	DESCRIPTION	UNIT	QTY.	UNIT RATE (Rs.) including GST @ 18%	AMOUNT (Rs) (inclusive of GST@ 18%)	Total amount in words (Rs) (inclusive of GST)
1	Engagement of Independent Firm for Concurrent Audit	No.	16			
	Total in figures					
Total in words						

For Information Only

Note: At present, 16 numbers of Arbitral award cases are in process. However, the actual number of audit assignments may increase or decrease during the contract period. Payment shall be made for each individual audit assignment at quoted unit rate.