



NIT

एनएचपीसी लिमिटेड

(भारत सरकार का उद्यम)

NHPC Limited

(A GOVT. OF INDIA ENTERPRISE)



CIN: L40101HR1975GOI032564

Tender Document

For

Supply and Installation of integrated racks infrastructure in Server room at 2nd floor of Neer Shakti Sadan, Corporate Office, NHPC Ltd, Faridabad

**Tender Specification No.:
NH/Conts(E&M)-IV/CO-38/PR10017/302/2018**

E-Tender ID: 2019_NHPC_426766_1



एनएचपीसी लिमिटेड NHPC Limited

CIN: L40101HR1975GOI032564

**Contracts (E&M) Division,
NHPC Office Complex,
Sector-33 Faridabad (HR)
Tele Fax No. 0129-2273762**

NOTICE INVITING E-TENDER (NIT)

(Domestic Open Competitive Bidding)

Online electronic bids (E-tenders) under two cover systems are invited on behalf of NHPC Limited Faridabad (A Public Sector Enterprise of the Government of India) from domestic bidders registered in India for

“Supply and Installation of integrated racks infrastructure in Server room at 2nd floor of Neer Shakti Sadan, Corporate Office, NHPC Ltd, Faridabad”

Tender Specification No: NH/Conts (E&M)-IV/CO-38/PR10017/302/2018

Tender document can be viewed and downloaded from NHPC Limited website www.nhpcindia.com (for reference only) and Central Public Procurement (CPMP) Portal <https://eprocure.gov.in/eprocure/app>.

The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to last date and time of submission of tender. Sale of hard copy of tender document is not applicable.

1.0 BRIEF DETAILS & CRITICAL DATES OF TENDER:

1.1 Brief Details of Tender:

S. No.	Item	Description
1	Name of work	Supply and Installation of integrated racks infrastructure in Server room at 2nd floor of Neer Shakti Sadan, Corporate Office, NHPC Ltd, Faridabad
2	Tender Specification No.	NH/Conts (E&M)-IV/CO-38/PR10017 /302/2018
3	Mode of tendering	e-procurement system (Open Tender)
4	E-Tender ID	2019_NHPC_426766_1

5	Tender Documents Fees	Rs. 1500/- (Rs. One Thousand Five Hundred Only)
6	EMD (Bid Security)	Rs. 4,46,000/- (Rs. Four Lakh Forty Six Thousand Only)
7	Completion Period / Schedule	As Specified in SCC Clause 3
8	Required validity of Bid	120 days from the last date of online bid submission.
9	Independent External Monitor	Sh. Sudhir Krishna & Sh. Rajan Nair
10	Name of Institution for Arbitration	International Centre for Alternate Dispute Resolution (ICADR), New Delhi
11	Tender Inviting Authority	General Manager (E), Contracts (E&M)-IV, 2 nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad - 121003 (Haryana), Telefax # 0129-2288717 , E-mail: mpdinkar@nhpc.nic.in

1.2 Critical Dates of Tender:

S. No.	Particulars	Date & Time
1	Publish date and time	16.01.2019 17:00 Hrs
2	Sale/ Document Download Start Date & Time	16.01.2019 17:00 Hrs
3	Sale/ Document Download End Date & Time	14.02.2019 17:00 Hrs
4	Online Bid Submission Start Date & Time	16.01.2019 17:30 Hrs
5	Online Bid Submission End Date & Time	14.02.2019 17:30 Hrs
6	Last date of submission of EMD and other offline supporting document at "General Manager (E) , Contracts (E&M)-IV, 2 nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad -121003 (Haryana), Telefax # 0129-2288717 , email: mpdinkar@nhpc.nic.in	18.02.2019 15:00 Hrs
7	Bid Opening Date & Time i. Technical bid (Online & Offline) ii. Price bid	19.02.2019 15:00 Hrs To be intimated Separately

2.0 ELIGIBILITY CRITERIA FOR BIDDERS:

2.1 Bids of those Bidders who have not submitted the requisite Tender document fee and EMD (as per Instructions to Bidders (ITB) Clause 3.0 & 9.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 and Clause No. 9.1 & 9.2 of ITB.

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

2.2.1 The bidder should have their functional support office in Delhi/NCR. Documentary evidence duly notarized by notary public or Self-declaration certificate in this regard should be submitted by the bidder.

2.2.2 (i) Any equipment supplied to NHPC shall not be declared end of sale on the date of its supply to NHPC and further, end of support for a minimum of 5 years from the date of its supply to NHPC. In this regard, the Bidder shall submit an undertaking from OEM for critical components only. If, the OEM declares any of the product(s) end of support within the aforesaid period, the Bidder shall replace the products/ solutions/ components with an alternate superior product that is acceptable to NHPC, without any additional cost to NHPC and without impacting the performance of the solution in any manner”

* Critical Components are racks, cooling system, UPS system & rack PDU.

(ii) The respective OEM of critical components- racks, cooling system, UPS system & rack PDU should have support and service Centre in India. Documentary evidence duly notarized in this regard should be submitted.

2.2.3 The Bidder should have supplied at least two (02) similar* completed works of Supply and Installation of Data Centre Rack Infrastructure of same capacity ## or higher in previous seven (7) years ending last day of month previous to the one in which bids are invited (i.e. 31.12.2018).

* Here similar work means “Supply and Installation of Data Centre Rack Infrastructure” i.e. Integrated Server Racks/Network Racks along with UPS & cooling systems.

Same capacity means integrated rack data centre solution including cooling, fire detection & suppression, monitoring for average 4 KVA per rack or higher IT/Network load.

Note: The word “completed” means that the bidder should have successfully completed the Project (Supply and Installation of Data Centre Rack Infrastructure i.e. Integrated Server Racks/Network Racks along with UPS & cooling systems) and has provided at least 1 year of on-site support service, even if the total on-site support contract is not completed/closed. The same shall be supported by documentary evidence issued by the owner/employer.

In support of 2.2.3 above, the bidders shall submit the notarized copy of Supply Orders/ Work Orders. The bidders shall also submit notarized copy of the

following documents to establish the successful completion of supplied Equipment's of the awarded works:

- (i) Bidders shall submit notarized copy of successful completion certificate/ successful installation certificate signed/ issued by Purchaser/ Owner.
- (ii) In case Purchaser/ Owner issuing experience certificate is non-government entity, the bidders shall also submit notarized copy of TDS certificate for corresponding value of Supply Orders/ Work Orders issued by the Purchaser/ Owner.
- (iii) Bidder shall submit notarized copy of documentary evidence for providing on-site support for at least 1 year issued by the owner / employer.

- 2.2.4 (a) It is mandatory to quote for all the items mentioned in BOQ (Schedule of Quantities & Prices). A self-declaration certificate has to be submitted by the bidder in this regard.
- (b) Technical compliance sheet (as per **Section-III**) is to be duly filled and signed by the bidder. The technical compliances must be supported by OEM Product Brochures/data sheet or OEM authenticated (signed and stamped) technical compliance sheet. Technical specifications of the equipments mentioned in Minimum Technical Specifications section are minimum required technical specifications, bidder may quote higher model.

- 2.3** The bidder should not have been banned/ de-listed/ black listed/ de-barred from business on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause no. 22.0 of tender document.
- Self-declaration in this regard is to be submitted as per enclosed Proforma (Annexure-IX of Section-0).

- 2.4** To improve transparency and fairness in tendering process the Employer is implementing Integrity Pact as per Clause No. 22.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-III of Section-0) duly signed as per Clause 22.0 of ITB.

Pre-contract Integrity pact is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Letter of Award (LOA).

To oversee the compliance under the Integrity pact, Sh. Sudhir Krishna & Sh. Rajan Nair have been appointed as an Independent External Monitor (IEM) by the owner. The Contact Address of IEM is as under:-

**Independent External Monitor for NHPC, Room no.214,
NHPC Ltd., NHPC Office Complex, Sector-33, Faridabad-121003**

- 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. Bidders will submit

requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria. Subcontractor's technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.

- 3.0 The details/ information regarding online tendering i.e. Registration on CPP portal, Preparation of Bid and Submission of bid are available in the tender document and as well as on CPP Portal under "Bidders Manual Kit".**
- 4.0** NHPC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.
- 5.0** In case of any difference between wording of English and Hindi version of "Notice Inviting Tender" English version shall prevail.

For & on behalf of NHPC Ltd.

**General Manager (E),
Contracts (E&M)-IV,
2nd Floor, Jyoti Sadan, NHPC Office Complex,
Sector-33, Faridabad-121003 (Haryana),
Telefax # 0129-2288717
E-mail: mpdinkar@nhpc.nic.in**



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(भारत सरकार का उद्यम)

NHPC Limited

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CIN: L40101HR1975GOI032564

एनएचपीसी निगम कार्यालय, फरीदाबाद के नीर शक्ति
सदन में द्वितीय तल पर सर्वर रूम के लिए इंटीग्रेटेड रैक
इंफ्रास्ट्रक्चर की आपूर्ति एवं स्थापना
के लिए

निविदा दस्तावेज़

निविदा विनिर्देश संख्या:

NH/Conts(E&M)-IV/CO-38/PR10017/302/2018

E-Tender ID: 2019_NHPC_426766_1

एनएचपीसी लिमिटेड NHPC Limited

CIN: L40101HR1975GOI032564

संविदा (ई&एम) विभाग,
एनएचपीसी ऑफिस कॉम्प्लेक्स,
सैक्टर-33, फरीदाबाद, हरयाणा
दूरभाष - 0129-2273762

ई-निविदा आमंत्रण सूचना (एनआईटी)

(घरेलू खुली प्रतिस्पर्धात्मक बोली)

भारत में पंजीकृत घरेलू बोलीदाताओं से एनएचपीसी लिमिटेड (भारत सरकार का उद्यम), फरीदाबाद की ओर से दो कवर प्रणाली के अंतर्गत निम्नलिखित कार्य के लिए ऑनलाइन इलेक्ट्रॉनिक बोलियाँ (ई-टेंडर) खुली निविदा के आधार पर आमंत्रित हैं:

“एनएचपीसी निगम कार्यालय, फरीदाबाद के नीर शक्ति सदन में द्वितीय तल पर सर्वर रूम के लिए इंटीग्रेटेड रैक इंफ्रास्ट्रक्चर की आपूर्ति एवं स्थापना”

निविदा विनिर्देश संख्या: NH/Conts (E&M)-IV/CO-38/PR10017/302/2018

निविदा दस्तावेज एनएचपीसी लिमिटेड वेबसाइट www.nhpcindia.com (केवल संदर्भ के लिए) एवं सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (CPPP), <http://eprocure.gov.in/eprocure/app> से देखा व डाउनलोड किया जा सकता है और केवल इलेक्ट्रॉनिक ऑनलाइन बोली को ही, निविदा प्रस्तुति की आखिरी तारीख एवं समय तक, सीपीपी पोर्टल (<http://eprocure.gov/eprocure/app>) पर प्रस्तुत करना है। दस्तावेज की हार्ड कॉपी की बिक्री लागू नहीं है।

1.0 निविदा का संक्षिप्त विवरण व विशिष्ट तिथियाँ:

1.1 निविदा का संक्षिप्त विवरण:

क्र. सं.	विवरण	वर्णन
1	कार्य का नाम	एनएचपीसी निगम कार्यालय, फरीदाबाद के नीर शक्ति सदन में द्वितीय तल पर सर्वर रूम के लिए इंटीग्रेटेड रैक इंफ्रास्ट्रक्चर की आपूर्ति एवं स्थापना
2	निविदा विनिर्देश संख्या	NH/Conts (E&M)-IV/CO-38/PR10017/302/2018
3	निविदा की विधि	ई-प्रोक्योरमेंट प्रणाली (खुली निविदा)
4	ई-निविदा आईडी	2019_NHPC_426766_1

5	निविदा दस्तावेज शुल्क	रु. 1500/-
6	धरोहर राशि	रु. 4,46,000/-
7	पूरा होने की अवधि / अनुसूची	जैसा कि एससीसी (SCC) क्लोज-3 पर दिया गया है।
8	बोली के लिए जरूरी वैधता	ऑनलाइन बिड जमा करने की आखरी तारीख से 120 दिन
9	स्वतंत्र बाह्य मॉनिटर	श्री सुधीर कृष्ण व श्री राजन नायर
10	आर्बिट्रेशन संस्था का नाम	International Centre for Alternate Dispute Resolution (ICADR), नई दिल्ली
11	निविदा आमंत्रण प्राधिकारी	महाप्रबंधक (वि.), संविदा (ई&एम)-IV विभाग, दूसरी मंजिल, ज्योति सदन एनएचपीसी ऑफिस कॉम्प्लेक्स, सैक्टर-33, फरीदाबाद, हरियाणा-121003 दूरभाष - 0129-2288717 ई-मेल: mpdinkar@nhpc.nic.in

1.2 निविदा की महत्वपूर्ण तिथियाँ:

क्र. सं.	विवरण	दिनांक एवं समय
1	प्रकाशन तिथि एवं समय	16.01.2019 17:00 Hrs
2	डॉक्यूमेंट बेचने/डाउन लोड करने के लिए प्रारंभ तिथि व समय	16.01.2019 17:00 Hrs
3	डॉक्यूमेंट बेचने/ डाउन लोड करने के लिए अंतिम तिथि व समय	14.02.2019 17:00 Hrs
4	ऑनलाइन बिड जमा करने की प्रारंभ तिथि व समय	16.01.2019 17:30 Hrs
5	ऑनलाइन बिड जमा करने की अंतिम तिथि व समय	14.02.2019 17:30 Hrs
6	ईएमडी और अन्य ऑफ़लाइन समर्थन दस्तावेज निम्नलिखित पते पर प्रस्तुत करने की अंतिम तिथि “महाप्रबंधक (वि.), संविदा (ई&एम)-IV विभाग, दूसरी मंजिल, ज्योति सदन एनएचपीसी ऑफिस कॉम्प्लेक्स, सैक्टर-33, फरीदाबाद, हरियाणा-121003 दूरभाष - 0129-2288717 ई-मेल: mpdinkar @nhpc.nic.in ”	18.02.2019 15:00 Hrs

7	बिड खोलने की तिथि एवं समय: i. तकनीकी व व्यवसायिक बीड (ऑनलाइन व ऑफलाइन) ii. मूल्य बिड	19.02.2019 15:00 Hrs बाद में सूचित किया जायेगा
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2.0 बोलीदाताओं के लिए पात्रता मानदंड:

2.1 उन बोलीदाताओं की बोली जिन्होंने अपेक्षित निविदा दस्तावेज़ शुल्क और ईएमडी {बोलीदाताओं के लिए निर्देश (आईटीबी) खंड 3.0 व 9.0 के निर्देशों के अनुसार} जमा नहीं किया है, सिवाए आईटीबी के खंड 3.2 और खंड 9.1 व 9.2 के अनुसार छूट पाए जाने वाले मामलों को छोड़कर, के निविदा मूल्यांकन पर विचार नहीं किया जाएगा।

2.2 बोलीदाताओं को निम्नलिखित न्यूनतम योग्यता मानदंड को अवश्य पूरा करना होगा:-

2.2.1 बोलीदाता का दिल्ली / एनसीआर में सपोर्ट कार्यालय होना चाहिए। इस संबंध में बोलीदाता को विधिवत नोटरी पब्लिक द्वारा नोटरी किया हुआ दस्तावेज़ी सबूत या इस संबंध में स्व-घोषणा प्रमाण पत्र प्रस्तुत करना होगा।

2.2.2 (i) Any equipment supplied to NHPC shall not be declared end of sale on the date of its supply to NHPC and further, end of support for a minimum of 5 years from the date of its supply to NHPC. In this regard, the Bidder shall submit an undertaking from OEM for critical components only. If, the OEM declares any of the product(s) end of support within the aforesaid period, the Bidder shall replace the products/ solutions/ components with an alternate superior product that is acceptable to NHPC, without any additional cost to NHPC and without impacting the performance of the solution in any manner.

* Critical Components are racks, cooling system, UPS system & rack PDU.

(ii) The respective OEM of critical components- racks, cooling system, UPS system & rack PDU should have support and service centre in India. Documentary evidence duly notarized in this regard should be submitted.

2.2.3 The Bidder should have supplied at least two (02) similar* completed works of Supply and Installation of Data Centre Rack Infrastructure of same capacity ## or higher in previous seven (7) years ending last day of month previous to the one in which bids are invited (i.e. 31.12.2018).

* Here similar work means "Supply and Installation of Data Centre Rack Infrastructure" i.e Integrated Server Racks/Network Racks along with UPS & cooling systems.

Same capacity means integrated rack data centre solution including cooling, fire detection & suppression, monitoring for average 4 KVA per rack or higher IT/Network load.

Note: The word “completed” means that the bidder should have successfully completed the Project (Supply and Installation of Data Centre Rack Infrastructure i.e Integrated Server Racks/Network Racks along with UPS & cooling systems) and has provided at least 1 year of on-site support service, even if the total on-site support contract is not completed/closed. The same shall be supported by documentary evidence issued by the owner/employer.

In support of 2.2.3 above, the bidders shall submit the notarized copy of Supply Orders/ Work Orders. The bidders shall also submit notarized copy of the following documents to establish the successful completion of supplied Equipment's of the awarded works:

- (i) *Bidders shall submit notarized copy of successful completion certificate/ successful installation certificate signed/ issued by Purchaser/ Owner.*
- (ii) *In case Purchaser/ Owner issuing experience certificate is non-government entity, the bidders shall also submit notarized copy of TDS certificate for corresponding value of Supply Orders/ Work Orders issued by the Purchaser/ Owner.*
- (iii) *Bidder shall submit notarized copy of documentary evidence for providing on-site support for at least 1 year issued by the owner / employer.*

2.2.4 (a) It is mandatory to quote for all the items mentioned in BOQ (Schedule of Quantities & Prices). A self-declaration certificate has to be submitted by the bidder in this regard.

(b) Technical compliance sheet (as per Section-III) is to be duly filled and signed by the bidder. The technical compliances must be supported by OEM Product Brochures/ data sheet or OEM authenticated (signed and stamped) technical compliance sheet. Technical specifications of the equipments mentioned in Minimum Technical Specifications section are minimum required technical specifications, bidder may quote higher model.

2.3 सत्यनिष्ठा समझौता के व्यावहारिक लेन-देन प्रतिबंधित करने संबंधी दिशानिर्देश (अनुबंध – A) के पैरा 6 (निविदा दस्तावेज़ के आईटीबी क्लॉज़ संख्या 22.0) के आधार पर बोलीदाता व्यापार से प्रतिबंधित/ सूची से बाहर/ ब्लैक लिस्टेड अथवा बहिष्कृत नहीं किया गया होना चाहिए। इस संबंध में संलग्न प्रोफार्मा (Section-0 के अनुलग्नक-IX) के अनुसार स्वघोषणा जमा की जानी है।

2.4 निविदा प्रक्रिया में पारदर्शिता और निष्पक्षता को बेहतर बनाने के लिए नियोजित आईटीबी के क्लॉज़ संख्या 22.0 के अनुसार सत्यनिष्ठा समझौते लागू कर रहा है। बोलीदाता द्वारा प्रोफार्मा (Section-0 के अनुलग्नक-II) के अनुसार एवं आईटीबी क्लॉज़ संख्या 22.0 के अनुसार विधिवत हस्ताक्षर किया हुआ सत्यनिष्ठा समझौता जमा करना अनिवार्य है।

पूर्व-अनुबंध सत्यनिष्ठा समझौते बोली जमा करने के समय में एनएचपीसी लिमिटेड के साथ सादे कागज पर क्रियान्वित किया जाना है। सफल बोलीदाता (ठेकेदार) उचित मूल्य के गैर न्यायिक स्टाम्प पेपर पर विधिवत निष्पादित सत्यनिष्ठा समझौता, कांट्रैक्ट एग्रीमेंट के हस्ताक्षरित होने से

पहले प्रस्तुत करेगा।

सत्यनिष्ठा समझौते के तहत अनुपालन की निगरानी के लिए नियोक्ता द्वारा श्री सुधीर कृष्ण व श्री राजन नायर को स्वतंत्र बाह्य मॉनिटर (आई ई एम) के रूप में नियुक्त किया गया है। आईईएम का संपर्क पता निम्नानुसार है:-

एनएचपीसी के लिए स्वतंत्र बाह्य मॉनिटर, कमरा नंबर 214,

एनएचपीसी लिमिटेड, एनएचपीसी ऑफिस कॉम्प्लेक्स, सैक्टर-33, फ़रीदाबाद, हरयाणा-121003

- 2.5** केवल उन बोलीदाताओं जो ऊपर निर्दिष्ट योग्यता मानदंड को पूरा कर रहे हैं की बोलियों के मूल्यांकन और अनुबंध के अवार्ड के लिए विचार किया जाएगा। बोलीदाताओं को अपनी साख और योग्यता मानदंड को पूरा करने के दावे को साबित करने के लिए अपनी बोली के साथ अपेक्षित समर्थनकारी दस्तावेज एवं प्रमाण पत्र प्रस्तुत करने होंगे। उप-ठेकेदार के तकनीकी अनुभव और वित्तीय संसाधनों को बोलीदाता के योग्यता मानदंड के अनुपालन का निर्धारण करने में विचार में नहीं लिया जाएगा।
- 3.0** ऑनलाइन टेंडरिंग संबंधी विवरण / जानकारी अर्थात् सीपीपी पोर्टल पर पंजीकरण, बोली की तैयारी और बोली जमा करना निविदा दस्तावेज के साथ-साथ सीपीपी पोर्टल पर “Bidders Manual Kit” में भी उपलब्ध है।
- 4.0** एनएचपीसी किसी एक या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है और ऐसी अस्वीकृति के लिए एनएचपीसी कोई कारण बताने के लिए बाध्य नहीं होगी।
- 5.0** “निविदा आमंत्रण सूचना” के अंग्रेजी और हिन्दी संस्करण के शब्दों के बीच कोई अंतर होने पर, अंग्रेजी संस्करण मान्य होगा।

एनएचपीसी लिमिटेड के लिए और उसकी ओर से

महाप्रबंधक (वि.) ,
संविदा (ई&एम)-IV विभाग,
दूसरी मंजिल, ज्योति सदन
एनएचपीसी ऑफिस कॉम्प्लेक्स,
सैक्टर-33, फ़रीदाबाद, हरयाणा-121003
दूरभाष - 0129-228871
ई-मेल: mpdinkar@nhpc.nic.in”

INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION:

1.1 NHPC Limited, a leading Public Sector Enterprise of the Government of India, hereinafter referred to as the “Purchaser/ Employer” will receive bid for **“Supply and Installation of integrated racks infrastructure in Server room at 2nd floor of Neer Shakti Sadan, Corporate Office, NHPC Ltd, Faridabad”** as set forth in the specifications. The bid will be received, opened and evaluated online in electronic form through NHPC’s E-tendering portal i.e. <https://eprocure.gov.in/eprocure/app> [Link to reach at site is also available at NHPC website i.e., www.nhpcindia.com→e-Procurement→Govt. e-Procurement System of NIC (GePNIC) under Central Public Procurement Portal (CPPP)]. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

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

1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:

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

1.3.1 REGISTRATION:

- (i) The Bidder is requested to visit the link **‘Bidders Manual Kit’** at Central Public Procurement (CPP) Portal (URL: <http://eprocure.gov.in/eprocure/app>). Bidders are required to enroll on the e-Procurement module of the CPP Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online Bidder Enrollment”**, which is free of charge.
- (ii) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- (iii) During enrolment/ registration, the Bidder 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.
- (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/TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken / Smart Card.

- (v) Upon enrolment on CPP Portal for e-tendering, the Bidder has to 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 they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidder can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

1.3.2 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/ saved 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.

1.3.3 PREPARATION OF BIDS:

- (i) Bidders 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.
- (ii) 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.
- (iii) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/ schedule in pdf/ xls/ rar/ zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) 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” area as per tender requirements while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.3.4 SUBMISSION OF BIDS:

- (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) Bidder should prepare the Tender Fee/ EMD as per the instructions specified in the tender document. The original Tender Fee/ EMD should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT/ tender documents. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.
- (iii) While submitting the bids online through already downloaded / saved tender in ‘My Tenders’ folder, the Bidder should read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders should select the payment option as ‘offline’ to pay the Tender Fee/ EMD and enter details of the DD/ BC/ BG.
- (v) Bidder should digitally sign and upload the required bid documents one by one in respective ‘Tender Cover’ as indicated in the tender document.
- (vi) Bidders should 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.
- (vii) Bidders are requested to note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/ rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) 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.

Bidder shall download the Schedule of Quantities & Prices i.e. BOQ_XXXX.xls, in XLS format and save it without changing the name of the file. Bidder shall fill their respective rates in figures (financial quotes) and other details (such as name of Bidder) in white background cells, thereafter save and upload the file online in financial/price bid (Finance) cover without changing the file name. No other cell should be changed.

Bidders are requested to note that they should necessarily submit their financial

bids in the 'Finance' cover in the format provided and no other format is acceptable. **If the template of "Schedule of Quantities & Prices" file is found to be modified/ tampered by the Bidder, the bid shall be rejected and further dealt as per provision of clause no 21.0 of ITB including forfeiture of EMD.**

The Bidder are cautioned that uploading of financial bid elsewhere i.e. other than in Financial cover may result in rejection of the tender.

- (ix) Bidder should 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 Bidder at the eleventh hour.
- (x) After the bid submission (i.e. after clicking "Freeze Bid Submission" in the portal), the Bidder should 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.
- (xi) Bidder should follow the server time being displayed on Bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the Bidder 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. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1.3.5 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.

Telephone No. 0120-4001005

2.0 ELIGIBILITY CRITERIA FOR BIDDERS:

- 2.1 Bids of those Bidders who have not submitted the requisite Tender document fee and EMD (as per ITB Clause 3.0 & 9.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 and Clause No. 9.1 & 9.2 of ITB.

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

2.2.1 The bidder should have their functional support office in Delhi / NCR. Documentary evidence duly notarized by notary public or Self-declaration certificate in this regard should be submitted by the bidder.

2.2.2 (i) Any equipment supplied to NHPC shall not be declared end of sale on the date of its supply to NHPC and further, end of support for a minimum of 5 years from the date of its supply to NHPC. In this regard, the Bidder shall submit an undertaking from OEM for critical components only. If, the OEM declares any of the product(s) end of support within the aforesaid period, the Bidder shall replace the products/solutions/components with an alternate superior product that is acceptable to NHPC, without any additional cost to NHPC and without impacting the performance of the solution in any manner.

* Critical Components are racks, cooling system, UPS system & rack PDU.

(ii) The respective OEM of critical components- racks, cooling system, UPS system & rack PDU should have support and service center in India. Documentary evidence duly notarized in this regard should be submitted.

2.2.3 The Bidder should have supplied at least two (02) similar* completed works of Supply and Installation of Data Centre Rack Infrastructure of same capacity ## or higher in previous seven (7) years ending last day of month previous to the one in which bids are invited (i.e. xx.xx.2018).

* Here similar work means "Supply and Installation of Data Centre Rack Infrastructure" i.e Integrated Server Racks/Network Racks along with UPS & cooling systems.

Same capacity means integrated rack data centre solution including cooling, fire detection & suppression, monitoring for average 4 KVA per rack or higher IT/Network load.

Note: The word "completed" means that the bidder should have successfully completed the Project (Supply and Installation of Data Centre Rack Infrastructure i.e Integrated Server Racks/Network Racks along with UPS & cooling systems) and has provided at least 1 year of on-site support service, even if the total on-site support contract is not completed /closed. The same shall be supported by documentary evidence issued by the owner/employer

In support of 2.2.3 above, the bidders shall submit the notarized copy of Supply Orders/ Work Orders. The bidders shall also submit notarized copy of the following documents to establish the successful completion of supplied Equipment's of the awarded works:

(i) *Bidders shall submit notarized copy of successful completion certificate/ successful installation certificate signed/ issued by Purchaser/ Owner.*

(ii) *In case Purchaser/ Owner issuing experience certificate is non-*

government entity, the bidders shall also submit notarized copy of TDS certificate for corresponding value of Supply Orders/ Work Orders issued by the Purchaser/ Owner.

- (iii) *Bidder shall submit notarized copy of documentary evidence for providing on- site support for at least 1 year issued by the owner / employer.*

2.2.4 (a) It is mandatory to quote for all the items mentioned in BOQ(Schedule of Quantities & Prices). A self-declaration certificate has to be submitted by the bidder in this regard.

- (b) Technical compliance sheet (as per **Section-III**) is to be duly filled and signed by the bidder. The technical compliances must be supported by OEM Product Brochures/ data sheet or OEM authenticated (signed and stamped) technical compliance sheet. Technical specifications of the equipments mentioned in Minimum Technical Specifications section are minimum required technical specifications, bidder may quote higher model.

2.3 The bidder should not have been banned/ de-listed/ black listed/ de-barred from business on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause no. 22.0 of tender document.

Self-declaration in this regard is to be submitted as per enclosed Proforma (Annexure-IX of Section-0).

2.4 To improve transparency and fairness in tendering process the Employer is implementing Integrity Pact as per Clause No. 22.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-III of Section-0) duly signed as per Clause 22.0 of ITB.

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

To oversee the compliance under the Integrity pact, Sh. Sudhir Krishna & Sh. Rajan Nair have been appointed as an Independent External Monitor (IEM) by the owner. The Contact Address of IEM is as under:-

**Independent External Monitor for NHPC, Room no.214,
NHPC Ltd., NHPC Office Complex, Sector-33, Faridabad-121003**

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. Bidders will submit requisite supporting documents **and testimonials with** their Bids to prove their credentials and claim of meeting the Eligibility Criteria. Subcontractor's technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.

3.0 COST OF BIDDING DOCUMENT:

- 3.1 Complete bid document can be viewed and downloaded from NHPC Limited website www.nhpcindia.com (for reference only) and Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app/nhpc>. The bidder will be required to submit a non-refundable fee of **Rs. 1500/- (Rupees One Thousand Five Hundred Only)** in the form of Crossed Demand Draft in favour of “**NHPC Limited**” payable at ‘**Faridabad**’ towards the cost of Tender fee. The bidder shall fill the tender fee details online and submit DD to Tender Inviting Authority i.e. “*General Manager (Electrical) , Contract (E&M)-IV, 2nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), Telefax # 0129-2288717*” on or before the date as specified in NIT.
- 3.2 Micro and Small enterprises (MSEs) under their Single Point Registration Scheme for the goods/ services at NSIC or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum are exempted from furnishing the cost of tender document fees. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, **for the manufacturing of offered Integrated Server Rack**. No other bidders are exempted from furnishing cost of tender fee as mentioned above.

Note (1): “Traders are excluded from purview of benefit to be extended under Public Procurement Policy (As per Q. No. 18 of Frequently Asked Questions (FAQs) dated 24.10.2016 on Public Procurement Policy Order 2012 (MSME Act- 2006). Such Traders are advised to submit the tender fee / Bid Security / EMD in the form of DD/BC/BG”.

Note (2): Mere downloading of Bid document by prospective Bidder 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.

- 3.3 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 CONTENTS OF BIDDING DOCUMENT:

- 4.1 The facilities/ works required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding documents. The Bidding documents include the following sections and Annexures/ Appendices/ Schedule:

1.	Instructions to Bidders (ITB)	Section-0
2.	Format of Tender Acceptance Letter	Annexure-I of Section-0
3.	Format of Integrity Pact & Guidelines on Banning of Business Dealings.	Annexure-III of Section-0
4.	Format of Details of Past Experience	Annexure-IV of Section-0
5.	Bid Proforma	Annexure-V of Section-0
6.	Format of Bank Guarantee in lieu of EMD	Annexure-VI of Section-0
7.	Format for obtaining Declaration regarding MSME under MSMED Act,2006	Annexure-VII of Section-0
8.	ECS Form	Annexure-VIII of Section-0
9.	Self-Declaration by the Bidder	Annexure-IX of Section-0
10.	No Deviation Certificate as per Format on Company's Letter Head	Annexure-X of Section-0
11.	General Conditions of Contract	Section-I
12.	Contract Agreement Form	Annexure-I of Section-I
13.	Format of Performance Bank Guarantee	Annexure-II of Section-I
14.	Special Conditions of Contract	Section-II
15.	Technical Specifications	Section-III
16.	Schedule of Quantities & Prices	BOQ_XXXX.xls
17.	Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules	Annexure-XI of Section-0

- 4.2** The bidder is expected to examine all instructions, forms, terms, technical specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5.0 CLARIFICATION OF BIDDING DOCUMENTS

- 5.1** A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, the term cable is deemed to include email or telefax) at the Employer's mailing address indicated in the Invitation for Bids (NIT).

The Employer shall not be bound to respond to the request from the Bidder and this shall not become the reason for claiming extension of the deadline for the submission of the bid.

- 5.2** The Bidder is advised to visit and examine the site where the Facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply & installation of the Facilities. The costs of visiting the site shall be at the Bidder's own expense.
- 5.3** The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

6.0 AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to 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, amend the bidding documents. Such amendments shall be posted on the E-procurement portal of CPP and NHPC website.

Bidders are required to acknowledge the receipt of any such amendment from the CPP portal/ NHPC website. It will be presumed that the amendment has been accepted and the information contained therein have been taken into account by the Bidder in its bid.

The bidders are requested to see the web site once again before the due date of tender submission to ensure that they have not missed any corrigendum/ addendum uploaded against the said tender after downloading the tender document. **The responsibility of downloading the related corrigendum/ addendum, if any, will be that of the bidder.**

No separate intimation in respect of corrigendum/ addendum to this tender (if any) will be sent to bidder(s).

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, suitably extend the deadline for the submission of bids.

7.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Purchaser 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.

8.0 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.

9.0 BID SECURITY

- 9.1 Bidder shall submit along with the bids, the requisite Bid Security for an amount of **Rs. 4,46,000/- (Rupees Four Lakh Forty Six Thousand only)** as given in NIT appended hereto. Bid security may be deposited either in the form of a Crossed Bank Draft in favour of NHPC Ltd., payable at Faridabad or in the form of a Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma, annexed as “**Annexure-VI of Section-0**” hereto, valid for a period not less than 90 days beyond the validity period of the tender. Failure to do so may prevent a tender from being considered.

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the manufacturing of offered Integrated Server Rack are exempted from furnishing the Bid Security deposit/ EMD.

They should furnish with the Bid a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, **for the manufacturing of offered Integrated Server Rack covered** under this Tender document. No other bidders are exempted from furnishing Bid Security/ EMD as mentioned above.

Note (1): Traders are excluded from purview of benefit to be extended under Public Procurement Policy (As per Q. No. 18 of Frequently Asked Questions (FAQs) dated 24.10.2016 on Public Procurement Policy Order 2012 (MSME Act- 2006). Such Traders are advised to submit the tender fee / Bid Security / EMD in the form of DD/BC/BG.

- 9.2 Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing Bid Security/ EMD. They should furnish with the Bid a notarized copy of the valid Certificate of Recognition issued by DIPP. No other bidders are exempted from furnishing Bid Security/ EMD except as mentioned elsewhere in the document.
- 9.3 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Employer, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto without the consent of the Employer in writing during the period of validity of his offer, the Purchaser may at his discretion, forfeit the Bid Security

furnished by the bidder along with his offer.

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

9.4 Bids received unaccompanied by either an acceptable Bid Security or a notarized photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive and returned.

9.5 Bid Security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished requisite Performance Guarantee as stipulated in GCC. The Bid Security of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Bid Security of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder.

9.6 The Bid Security may be forfeited:

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of Bid validity specified by the bidder; or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 21.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 22.0); or
- (c) If the successful bidder fails to enter into Contract Agreement when required; or
- (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with GCC & SCC.

9.7 All the bidders who have furnished Bid security in the form of Demand Draft (DD) are required to submit duly filled in ECS form as per “**Annexure-VIII of Section-0**” for release of Bid Security.

10.0 VALIDITY OF BID:

10.1 The validity of bid shall be **120 days** from the last date of online bid submission. In case the validity given is for a lesser period, the bid shall be treated as non-responsive.

10.2 In exceptional circumstances, the Employer may solicit the bidder’s consent to an extension of a bid validity period. The request and responses thereto shall be

made in writing. If a bidder accepts to prolong the period of validity, the Bid Security shall also suitably extended. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will neither be required nor be permitted to modify its bid.

- 10.3** All the provisions of bid including those regarding discharge and forfeiture of EMD shall continue to apply during the extended period of bid validity specified by the Bidder.

11.0 TENDER ACCEPTANCE FORM

- 11.1** The Bidder or his authorized representative shall sign and upload all the documents, owning responsibility for their correctness/ authenticity and submit the declaration in respect of acceptance of terms and conditions of tender document in the “Tender Acceptance Letter” (**Annexure-I of Section-0**).

12.0 SUBMISSION OF OFFER

The Bid shall be submitted online in **TWO COVER SYSTEM** [Techno-commercial and Finance (Financial bid)] duly scanned and digitally signed by the authorized representative of the Bidder as follows:

12.1 ONLINE SUBMISSION

A) Cover-1 (TECHNICAL BID)

TECHNO-COMMERCIAL COVER

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

- i) All Documents establishing conformity to the Eligibility Criteria as mentioned at Clause 2.0 of ITB as detailed below:-
 - a) Documentary evidence duly notarized by notary public or Self–Declaration Certificate in respect of support office in Delhi/ NCR as per clause no. 2.2.1 of ITB.
 - b) Undertaking from OEM regarding support service as per clause no. 2.2.2 (i) of ITB.
 - c) Undertaking from OEM regarding support service as per clause no. 2.2.2 (ii) of ITB.
 - d) Copies of Supply/ Works orders along with *successful completion certificate/ successful installation certificate* & TDS certificate, as applicable duly notarized by notary public as per clause no. 2.2.3 of ITB.
 - e) Self-declaration quoting for all items mentioned in BOQ as per clause no. 2.2.4 (a) of ITB.
 - f) Technical Specifications/ Technical Compliance Sheet duly filled signed and stamped as per clause no. 2.2.4 (b) of ITB.

- g) Self-Declaration by the bidder as per clause no. 2.3 of ITB.
- h) Integrity Pact & Guidelines on Banning of Business Dealings (Annexure-A alongwith Appendix-I to IV) as per clause no. 2.4 of ITB.
- ii) Scanned copy of Demand Draft/ Banker's Cheque /relevant MSEs Certificate towards tender fees as mentioned in clause 3.0 of ITB.
- iii) Scanned copy of Demand Draft/ Banker's Cheque/ BG/ notarized copy of relevant MSEs Certificate/ notarized copy of the valid Certificate of Recognition issued by DIPP for Startups towards Bid Security as per Clause 9.0 of ITB.
- iv) ECS Form as per clause no. 9.7 of ITB.
- v) Tender Acceptance Letter as per clause no.11.0 of ITB.
- vi) Power of Attorney (on non-judicial stamp paper) -POA of authority of the person authorized for signing on behalf of the bidder along with authority of executant of POA (by way of Board Resolution, Memorandum/ Article of association etc.), as per clause no. 13.1 of ITB having the following information:
 - Name & Address of authorized signatory:-
 - Telephone/ Fax No.:-
 - Mobile No. :-
 - E-mail ID: -
- vii) PAN No. & GSTIN No.
- viii) No Deviation Certificate as per clause no. 13.12 of ITB.
- ix) Details of Past Experience as per clause no. 14.0 of ITB.
- x) Declaration regarding MSME under MSMED Act 2006 as per clause no. 20 of ITB.
- xi) Bid Proforma as per clause no. 23.0 of ITB.
- xii) Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules
- xiii) Check List

B) Cover-2- FINANCIAL BID (PRICE-BID)

The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT. The financial cover shall contain price bid in the enclosed **"Schedule of Quantities & Prices"** i.e. **BOQ_XXXX.xls**. The quoted rates should be in Indian Rupee and shall be written in figures in **BOQ_XXXX.xls**.

Submission of the Financial Bid (Price 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.

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.

12.2 OFFLINE SUBMISSIONS:

HARD COPY/ SUPPORTING DOCUMENTS

Hard copy of following supporting documents forming part of Techno-Commercial bids shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification to “General Manager (Elect.) -IV, Contracts (E&M) Division, 2nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)” on or before the due date & time of submission as per NIT.

- i) DD/ Banker's Cheque/ Notarized copy of valid relevant MSEs Certificate towards Cost of bidding document.
- ii) DD/ Banker's Cheque/ Bank Guarantee/ Notarized copy of valid relevant MSEs Certificate towards Bid Security / notarized copy of the valid Certificate of Recognition issued by DIPP for Startups/ towards EMD.
- iii) Power of Attorney (on non- judicial stamp paper) alongwith authority of executants of POA (by way of Board Resolution, Memorandum/ Article of association etc.), having the following information:

Name & Address of authorized signatory:-

Telephone/ Fax No.:-

Mobile No. :-

E-mail ID: -

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

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

12.3 Deadline for submission of Bids:

- 12.3.1 Bids must be received by the Employer at the address specified in the Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids. In the event of the specified date for submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on next working day.

12.3.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with **ITB Clause no. 6**, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

12.4 Late Bids:

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the Offline documents, if received by the Employer after the deadline for submission of Bids prescribed in Invitation for Bids (Notice Inviting e-Tender), then it will be considered as 'Late Bid' notwithstanding the fact that the Bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

13.0 SPECIAL INSTRUCTIONS:

- 13.1 The bid must be signed by the Bidder with his usual signature. Satisfactory evidence (Power of Attorney-POA) of authority of the person signing on behalf of the Bidder (on non-judicial stamp paper) along with authority of executant of POA (by way of Board Resolution, Article/ Memorandum of Association etc.), shall be furnished with the bid.
- 13.2 Any interlineations, erasures or overwriting shall only be valid if they are initialled by the Authorized signatory (ies) to the bid.
- 13.3 The bidders are advised to submit their bids complete in all respect. Clarification(s) on the bids may be sought by the Employer from time to time, if so desired by the Employer, at its sole discretion.
- 13.4 Bidders will not be allowed to revise the quoted prices on their own, once "Bids" have been opened by the Employer.
- 13.5 If the due date of opening of bids, as specified falls on non-working day(s)/ holiday(s), bids would be opened at the same time as specified in the NIT but on the next working day or days, as the case may be.
- 13.6 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.
- 13.7 Bidders are advised to fill in the Annexures/ Formats/ Forms/ Schedule of quantities and Prices in respect of each and every item by strictly following the instruction, foot notes etc., to facilitate the Employer in speedy evaluation of bids. Failure to do so may prevent the Bid from being considered by the Employer.
- 13.8 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.

- 13.9** The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in “Schedule of Quantities & Prices”.
- 13.10** A set of technical, descriptive and illustrative literature/ leaflets/ brochures/ catalogues shall be uploaded wherever applicable.
- 13.11** Bidders are required to quote item wise competitive rates for the all the items in the Price bid. .
- 13.11.1 All applicable taxes, duties & levies including GST etc. as applicable twenty Eight (28) days prior to deadline for submission of bids, shall be included in Price Bid and paid/ reimbursed accordingly against production of documentary evidence. However, the payment/ reimbursement shall be restricted upto the amount quoted in Schedule of Quantities and Prices.
- 13.11.2 Save as above, GST as applicable and assessed on the Employer shall also be included in the prices/ rates, which shall be deducted from the Contractor’s bill and deposited to the concerned authority by the Employer/ Purchaser.
- 13.11.3 Statutory variations in Taxes and Duties or levy of any new Tax after the date 28 (Twenty Eight) days prior to deadline of submission of bid will be adjusted/ reimbursed against production of documentary evidence.
- 13.11.4 The applicable GST on LD/Encashment/Adjustment of PBG & EMD in the nature of penalty, if any shall be on the account of Contractor/bidder and same shall be recovered from Contractor/Bidder
- 13.12** The supplies/ work covered by this Bid specification shall be executed strictly in accordance with the conditions specified in the General/ Special Conditions of contract and other conditions specified in various sections of 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 Bidder’s standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection. No Deviation Certificate as per “**Annexure-X of Section-0**” shall be submitted.
- 13.13** The Bidder shall submit rate analysis of quoted price if so desired by the Employer.
- 13.14** Price bid of bidders, whose techno-commercial bids are not considered acceptable to the Employer, will not be opened and their bid security shall be returned to them. The decision of the Employer is final and binding in this regard.
- 13.15** Bidders are requested to submit their offer strictly in line with terms and conditions of tender specification, otherwise bid may be rejected. Bids will be received in electronic form only. Bids submitted manually shall not be accepted.
- 13.16** Conditional offers are liable for rejection.

13.17 GST has been implemented by the Government w.e.f 01.07.2017. The Contractor, except for the supplies for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit etc. Undertaking in the prescribed format (Annexure-XI of Section-0) for passing on benefit of Input Tax Credit and compliance of Anti-profiteering clause under Section 171 of CGST Act / SGST Act. shall be submitted along with bid.

13.18 Any liability of GST arising out of forfeiture of EMD shall be borne by the Contractor.

14.0 PAST EXPERIENCE:

The Bidder should fill the details of his past experience meeting eligibility criteria (refer ITB clause 2.2.3) in the supply of material covered under these specifications in the prescribed Proforma annexed as “**Annexure-IV of Section-0**” hereto.

15.0 MODIFICATIONS PRIOR TO THE DATE OF BID OPENING:

Deleted

16.0 WITHDRAWAL/ MODIFICATION/ REVISION OF BID:

The Bidder may choose to revise the Bids till the Bid submission deadline. For any Revision of the Bid, the Bidder has to submit it afresh.

It should be strictly noted that as per portal provision, the bid once withdrawn by the Bidder, the Bidder cannot participate in the same tender again.

17.0 ONLINE OPENING OF BIDS BY PURCHASER/ EMPLOYER:

17.1 The Employer will open the Bids online on the date as specified in NIT.

17.2 In the event of the specified date or amendment if any for the submission of bids being declared a holiday for the Employer, the hard copy of the documents will be received upto the specified time on the next working day. Similarly, in the event of the specified date or amendment if any for the opening of bids being declared a holiday for the Employer, the opening shall be carried out at 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 or amended if any.

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

18.0 EVALUATION OF BIDS:

18.1 The Purchaser/ Employer will examine the bids to determine whether they are

complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order and conforms to all the terms, conditions and specifications of the bid documents without any deviations.

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

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

- 18.2** Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations.

A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.

The employer may waive any minor informality, nonconformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, as per clause 18.1 above.

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

- 18.3** During bid evaluation, the Purchaser/ Employer may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.4** The Tender shall be evaluated as a whole and the evaluation of the bids shall be done on total quoted prices for the total Package as per BOQ_XXXX.xls: Schedule of Quantities & Prices. It is mandatory to quote for all the items

mentioned in the BOQ_XXXX.xls: Schedule of Quantities & Prices. 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. The bidder has to quote the rates for all items/systems including the cost of 3 (three) year comprehensive warranty and on-site support.

18.5 All applicable taxes, duties and levies as mentioned in BOQ_XXXX.xls i.e. Schedule of Quantities & Prices shall be considered for the purpose of evaluation of bids.

18.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an ‘Evaluated Bid Price’. Bid prices quoted by Bidder shall remain unaltered.

19.0 AWARD CRITERIA & PURCHASER’S/ EMPLOYER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

19.1 The Employer reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defence and security conditions, and annul 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, relation with foreign state or lead to incitement of an offence.

19.2 The Employer shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.

19.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.

19.4 Subject to ITB Clause 19.2, the Employer shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

19.5 The Evaluated price arrived at in terms of clause 18 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total price quoted by the Bidder as per ‘price bid’ or the evaluated price as per clause 18 of ITB shall be considered.

19.6 The scope of work includes Supply, installation and Commissioning of equipments / systems, as per details given in Section-II: Special Conditions of

Contract (SCC). The Contract to be entered into with successful Bidder shall be under single contract package for entire scope of work.

- 19.7** The parties shall sign the Contract Agreement (three sets in Original) within 30 days from the date of issue of Letter of Award. The Contractor shall be provided with one signed original Contract Agreement. The expenses of completing and stamping the agreement shall be borne by the Contractor. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with four (4) true copies of Contract agreement within fifteen (15) days after signing of Contract.

20.0 INFORMATION W.R.T. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES) ORDER`2012:

(a) Tender Document fee:

Micro and Small enterprises (MSEs) under their Single Point Registration Scheme for the goods/ services at NSIC or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum are exempted from furnishing the cost of tender document fees. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, **for the manufacturing of offered Integrated Server Rack, covered under this tender document.** No other bidders are exempted from furnishing cost of tender fee as mentioned above.

(b) Bid security / EMD:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum **for the manufacturing of offered Integrated Server Rack**, covered are exempted from furnishing the Bid Security deposit/ EMD.

They should furnish with the Bid a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, **for the manufacturing of offered Integrated Server Rack covered under this Tender document.** No other bidders are exempted from furnishing Bid Security/ EMD as mentioned above.

Note (1): Traders are excluded from purview of benefit to be extended under Public Procurement Policy (As per Q. No. 18 of Frequently Asked Questions (FAQs) dated 24.10.2016 on Public Procurement Policy Order 2012 (MSME

Act- 2006). Such Traders are advised to submit the tender fee / Bid Security / EMD in the form of DD/BC/BG.

Bids received unaccompanied by either an acceptable Bid Security or a photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive and returned unopened to the bidders.

(c) Purchase Preference in favour of MSEs registered with NSIC:

Purchase Preference in favour of MSEs registered with NSIC:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum **for the manufacturing of offered Integrated Server Rack**, covered in this Tender document shall also be eligible for the Purchase Preference.

In tender, participating Micro and Small Enterprises (MSEs) quoting price within price band of $L_1 + 15\%$ shall also be allowed to supply a portion of the requirement by bringing down their price to L_1 price in a situation where L_1 price is from someone other than an MSE and such MSEs shall be allowed to supply at least 25% of total tendered value. In case more than one such MSEs, the supply will be shared proportionately (to tendered quantity).

In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band $L_1 + 15\%$ may be awarded for full/complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

Out of 25% target of annual procurement from MSEs, a sub target of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the tender requirements and the L_1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

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

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

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

- (d) 'MSME Development Act 2006' is applicable to all contractors/ suppliers/ service providers. Therefore information as per "**Annexure-VIII of Section-0**" appended hereto is required to be submitted/enclosed by the bidder along with bid.

*** This work is non-splitable and non-dividable.**

21.0 CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES :

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

- (a) for the purpose of this provision, the terms set forth below shall mean as under:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting, 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, non-competitive levels; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;
 - (v) An agreement called "Integrity Pact" between the prospective Bidders and the Employer shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.
- (b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- (c) The Employer may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.
- (d) **Banning of Business Dealings:** It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the

tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:

- (i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
- (iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract;
- (iv) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;;
- (v) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.;
- (vi) If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- (vii) If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- (viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- (ix) On any other ground upon which business dealings with the Agency is not in the public interest.
- (x) 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).

The procedure for banning of Business Dealings shall be governed as per NHPC's "Policy and Procedure for Banning Business Dealings".

22.0 INTEGRITY PACT

To improve transparency and fairness in tendering process the Purchaser/ Employer is to implement a transparency pact.

The Pre-contract integrity pact, signed by all the prospective Bidders and the Employer shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (**Annexure-III of Section-0**) provided in the tender is a basic qualifying requirement.

Pre-contract Integrity pact is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to signing of Contract Agreement. To oversee the compliance under the Integrity pact, Sh. Sudhir Krishna & Sh. Rajan Nair, have been appointed as an Independent External Monitor (IEM) by the owner. The Contact Address of IEM is as under:-

**Independent External Monitor for NHPC, Room no.214,
NHPC Ltd., NHPC Office Complex, Sector-33, Faridabad-121003**

23.0 BID PROFORMA:

The bidder should fill in the Bid Proforma appended as “**Annexure-V of Section-0**” herewith.

24.0 CHECK LIST:

The Check List attached herein shall be uploaded duly Tick Marked by Bidders online.

CHECK LIST

This Check List duly tick marked shall be submitted online

Sl. No.	Document Required	Clause Reference	Action required	Submitted Please tick (✓)
1a)	Documentary evidence duly notarized by notary public or Self-Declaration Certificate in respect of support office in Delhi/	ITB Clause 2.2.1	To be uploaded online	
1b)	(i) Bidder shall submit an undertaking from OEM for critical components as detailed in ITB cl. 2.2.2 (i)	ITB Clause 2.2.2 (i)	To be uploaded online	

	(ii) Documentary evidence duly notarized for having support and service center of OEM of critical components in India	ITB Clause 2.2.2 (ii)		
1c)	Notarized copies of Documentary evidences in support of the qualification criteria:	ITB Clause 2.2.3	To be uploaded online	
	(i) P.O./ S.O./ W.O.			
	(ii) successful completion certificate/ successful installation certificate & TDS certificate, as applicable, of respective POs/ SOs/ WOs			
1(d)	Self declaration certificate quoting for all the items mentioned in BOQ (Schedule of Quantities & Prices)	ITB Clause 2.2.4 (a)	To be uploaded online	
	Technical compliance sheet duly filled and signed as per Section-III	ITB Clause 2.2.4 (b)	To be uploaded online	
1(e)	Self-declaration in original on Company's Letterhead:			
	The bidder should not have been banned/de-listed/ blacklisted/ de-barred from business on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause no. 22.0 of tender document.	ITB Clause 2.3 Annexure-IX	To be uploaded online	
1f	Integrity Pact as per Performa duly signed & Stamped at each page.	ITB Clause 2.4/ 22, Annexure-III and its Annexure-A along with appendices	To be uploaded online	
2.	Tender Document Fee	ITB Clause 3.0	To be submitted in hard copy and uploaded scanned copy online	
	(i) DD amounting to Rs. 1500/-			(i)
	or			or
	(ii) Notarized copy of valid relevant MSEs Certificate			(ii)
3.	EMD	ITB Clause 9.1/ Annexure-VI	To be submitted in hard copy and uploaded scanned	
	(i) DD Amounting to Rs. 4,46,000/-			(i)
	or			Or

	(ii) In case of Bank Guarantee, Strictly in the format of Annexure-VI, Amount Rs.4,46,000/- validity 210 days from the last date of online bid submission		copy online.	(ii)
	Or			Or
	(iii) a) Notarized copy of valid relevant MSEs certificate.			(iii) a)
	Or			Or
	(iii) b) Notarized copy of the valid Certificate of Recognition issued by DIPP for Startups			(iii) b)
	(iii) c) A letter asking for such exemption as per (iii) a & (iii) b above			(iii) c)
4.	Tender Acceptance Letter	ITB Clause 11.0/ Annexure-I	To be uploaded online	
5.	Power of Attorney-POA of authority of the person signing on behalf of the bidder on non-judicial stamp paper along with authority of executant of POA (by way of Board Resolution, Article/ Memorandum of Association etc.),	ITB clause 13.1	To be submitted in hard copy and uploaded online	
6.	ECS Form as per Annexure-VIII	ITB clause 9.7/ Annexure-VIII	To be uploaded online duly filled in.	
7.	PAN No. & GSTIN No.- Copy of PAN card & GSTIN	-	To be uploaded online	
8.	No Deviation Certificate as per format on Company's Letterhead.	ITB clause 13.12/ Annexure-X	To be uploaded online duly filled in	
9.	Details of Past Experience as per Annexure – IV	ITB clause 14/ Annexure –IV	To be uploaded online duly filled in	
10.	MSMED declaration as per Performa.	ITB Clause 20 Annexure-VII	To be uploaded online duly filled in	
11.	Bid Proforma	ITB Clause 23 Annexure – V	To be uploaded online duly filled in	
12.	Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules	Annexure-XI of Section-0	To be uploaded online duly filled in	
13.	Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)	CPP Portal	To be filled online	

Except the documents as mentioned in the Check List, Bidders shall not submit any other document.

FOUR KEY INSTRUCTIONS for BIDDERS

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

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

Note: Electronic procurement system will not allow any Bidder to place their bids after the expiry of scheduled date & time. NHPC/ NIC-CPPP shall not be responsible for any delays / problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/ NIC-CPPP.”

-----X-----

ANNEXURE-I OF SECTION-0
[To be uploaded online (scanned copy)]

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

General Manager (Electrical),
Contracts (E&M) Division-IV,
2nd Floor, Jyoti Sadan
NHPC Ltd., Corporate Office
Sector-33, Faridabad (Haryana)-121003

**Sub: Acceptance in respect of Terms & Conditions of Tender Document for
“Supply and Installation of integrated racks infrastructure in Server room at
2nd floor of Neer Shakti Sadan, Corporate Office, NHPC Ltd, Faridabad”**

Ref: NIT No. _____ Dated _____

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the website *www.eprocure.gov.in*.
2. I/We hereby certify that I/we have studied and understood all the terms and conditions of tender document [ITB, GCC, SCC, Schedule of Quantities & Prices, Detailed Technical Specifications, including all annexure(s), schedule(s) etc.], which shall form part of the contract and I/we shall abide hereby by all the terms & conditions contained therein.
3. The corrigendum(s), if any, issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable. This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either technical or commercial in either direct or indirect form.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.

6. I/ We confirm that before submitting this Bid, I/ We have visited the site and fully acquainted ourselves with the site conditions and local situation and all other factors pertaining to the work under this Bid.
7. I/ We confirm that our bid shall be valid upto **120 days** from the last date of online Bid submission.
8. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures and additional data etc. furnished herewith are true and correct.
9. I/We hereby certify that I/We have not been banned/ de-listed/ black listed/ debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annex-A) to Integrity Pact, ITB Clause 22 of Tender document.
10. All applicable taxes & duties, other levies etc. on items as per tender specification have been included in the price bid. The reimbursement of total taxes & duties shall be restricted to the total amount of taxes & duties mentioned against production of documentary evidence, subject to clause 4.4 mentioned at Special Conditions of Contract.

Date:

Place:

Name & Designation of the Officer

For & on behalf of M/s.....

Office Seal

ANNEXURE-II OF SECTION-I*[To be uploaded online (scanned copy)]***(Format of Integrity Pact)**

(To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)

PRE CONTRACT INTEGRITY PACT**Between**

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

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at _____ represented by 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 _____ (Name of the work/ goods/ services) and the Bidder/ Contractor is willing to offer against NIT No. _____.

WHEREAS the Bidder/Contractor is a private company/ public company/ Government undertaking/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 bidders 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 an 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

(Official Seal)

Place: Faridabad

Date: _____

Witness

1. _____

(Name and address)

2. _____

(Name and address)

For & on belief of the Bidder/ Contractor

(Official Seal)

Place: _____

Date: _____

Witness

1. _____

(Name and address)

2. _____

(Name and address)

Annexure-A to Integrity Pact**Guidelines on Banning of 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 except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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

- ii) **“Unit”** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:
 - a. For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
 - Competent Authority: CMD
 - Appellate Authority : Board of Directors
 - b. For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)
 - Competent Authority: Concerned Director/Executive Director as the case may be
 - Appellate Authority: CMD /Concerned Director as the case may be
 - c. For works awarded/ under Tendering from Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of GM and below)
 - Competent Authority: Head of the Unit not below the rank of Chief Engineer/ Chief
 - Appellate Authority: Next higher authority
- iv) **“Investigating Committee”** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Banning / Suspension

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 falling in the competency of Executive Director throughout Region and in case of falling in the competency of HOP and below throughout the Project/Power Station and attached liaison offices/ units. 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 fulfill 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 GM and above for works falling in the competency of CMD/ Board of Directors, Chief Engineer/ Chief and above for the works falling in the competency of Director/ Executive Director and SM/M with at least one member of the level of Chief Engineer/ Chief for works falling in the competency of GM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of falling in the competency of Executive Director throughout Region and in case of falling in the competency of HOP and below throughout the Project/Power Station and attached liaison office/ units. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency. In situation where based upon the gravity of the default, it is decided by the competent authority and the Project/ Region to extend the banning to Region/wide NHPC approval of regional ED/ Concerned Director as the case may be, shall be obtained.
- 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 (L_1), 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 area 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. Based on the recommendation of the committee Appellate Authority shall pass appropriate order 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.

Appendix –I**(Format for Intimation of Suspension of business dealing)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work 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) nodt..... 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 other 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 other 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.

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

i) **Participation of Agency in Joint Venture**

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

ii) **Banning of joint Venture:**

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

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

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

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

d) Banning of business dealing shall not be applicable to the Subsidiary company

of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

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

Yours faithfully,

For & On behalf of NHPC

Note: *Strike out whichever is not applicable*

Appendix –II**(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. 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

Appendix –III**(Format for Intimation of Banning of Business Dealing)**

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Banning 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) nodt. 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.

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. _____. After considering the allegations made in the show cause notice, your reply to the show cause notice documents/ documentary evidence in support thereof, it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC within jurisdiction of Region/Project/Unit.

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 other 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 other cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
 - a) 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.
 - b) 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%.
 - c) 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.
 - d) 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.

- e) 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*

Appendix –IV

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Suspension/ Banning of Business Dealings - Intimation of decision of Appellate Authority

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

Yours faithfully,

For & On behalf of NHPC

ANNEXURE-IV OF SECTION-0

(To be filled and uploaded online)

DETAILS OF PAST EXPERIENCE

Details of works Completed in previous 7 years (in respect of clause 2.2.3 of ITB) with detailed description.	Supply / Work Order No. and date	Completion Certificate/ Installation Certificate/ Performance Report No and date	Value of Supply / Work Order	Contractual date of completion (Month & Year)	Actual date of completion (Month & Year)	Name and complete address of the customer

Date:

Signature along with Name & Designation of the Officer Place:

For & on behalf of M/s.....
Office Seal

ANNEXURE-V of SECTION-0

(to be filled and uploaded online)

BID PROFORMA

Sl. No.	Description of information	Replies by the bidder
----------------	-----------------------------------	------------------------------

1. Name of the firm :

2. Complete address of Regd./Head Office

i) Postal :

ii) Telephone/Fax :

iii) E-mail :

3. Former name of the Firm (if any)

4. Type of the firm
(Proprietary / Partnership /
Private Ltd. Co. / Public Ltd. Co.)

5. Whether MSE or Start-Up

(tick in the appropriate box)

MSE	Start-Up

6. Year and place established

7. Are you registered with any
Government/
Public Sector
Undertaking/DGS&D/NSIC
(if yes, give Details) for
supply of similar Items /
Equipments covered under
the Specifications

8. Have your Company ever been
declared Bankrupt

:

(if yes, give details)?

9. Validity period of tender, reckoned
from

120 days

10. Whether all technical particulars,
drawings etc.: are furnished and
filled in all schedules appended to
the tender documents. :



11. Rate of Taxes & Duties as included : **HSN/ SAC Code** : (Mention here only %
in Price Bid: rates as applicable)

i). Supply :

a) GST :(%)

b) Any Other Tax, If any : (%)

2) Installation

a) GST :(%)

b) Any Other Tax, If any :(%)

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

Station : _____

Date : _____

For & on behalf of _____

Signature : _____

Name : _____

Designation : _____

(of the authorized representative of the bidder)

Official Seal of the Company:

ANNEXURE-VI OF SECTION-0

(To be submitted offline as well as uploaded online (scanned copy))

Bank Guarantee in Lieu of Earnest Money Deposit**Bank Guarantee**

Date: _____

[Name of Contract]

To:

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

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of bid]* for the performance of the above-named Contract (hereinafter called “the Bid”)

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of this obligation are the following:

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of bid validity specified by the Bidder Or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 21.0 of ITB or defaults commitments under Integrity Pact (ITB clause no.22.0) Or
- (c) If the successful bidder fails to enter into Contract Agreement when required Or

- (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required performance security, in accordance with GCC/ SCC

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of above-named Condition/Conditions, and specifying the occurred condition or conditions.

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

Notwithstanding anything contained herein above our liability under this Guarantee is limited to..... (Rupees only) and our Guarantee shall remain in force until..... day of, 201 unless a claim or demand under this Guarantee is made on us in writing, on or before, we shall be discharged of all liabilities under this Guarantee thereafter.

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

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

Including staff Authority No. with complete
Bank Address with Tel. Fax Nos.
.....

.....
(Name)

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

- 1.0 Bank Guarantee for Bid Guarantee in original shall be submitted along with the bid. However, the issuing bank shall submit an unstamped duplicate copy of bank guarantees directly by registered post (AD) to Employer (authority inviting tenders) along with a forwarding letter.
- 2.0 The following information should be invariable mentioned on the back side of the bank Guarantee:
 - * Vendor's stamp with full details i.e. name of the Employer in whose favour this stamp paper has been purchased.

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

ANNEXURE-VII of SECTION-0*(To be filled and uploaded online)***Format for obtaining declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006**

To,

Subject: Declaration as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006

Micro, Small and Medium Enterprises Development Act, 2006 has been introduced w.e.f. 02.10.2006. Following are the relevant provisions of the Act as regard to registration of enterprise:-

8 (1) Any person who intends to establish,-

- a) a micro or small enterprise, may, at his discretion; or
- b) a medium enterprise engaged in providing or rendering of services may, at his discretion; or
- c) a medium enterprise engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951,

shall file the memorandum of micro, small or, as the case may be, of medium enterprise with such authority as may be specified by the State Government under sub-section (4) or the Central Government under sub-section (3):

Provided that any person who, before the commencement of this Act, established-

- a) a small scale industry and obtained a registration certificate, may, at his discretion; and
- b) an industry engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, having investment in plant and machinery of more than one crore rupees but not exceeding ten crore

rupees and, in pursuance of the notification of the Government of India in the erstwhile Ministry of Industry (Department of Industrial Development) number S.O.477(E), dated the 25 TH July, 1991 file an Industrial Entrepreneurs' Memorandum,

shall within one hundred and eighty days from the commencement of this Act, file the memorandum, in accordance with the provisions of this Act.

2.0 Authority as referred to in aforesaid section is the General Manager, District Industries Centre/District Level Officer in Directorate dealing with such enterprises of State Government.

3.0 The definition of the enterprises as specified by the Act is as follows:-

Type of Enterprise	Manufacturing Industry*- Investment in Plant & Machinery	Service Industry- Investment in equipments
Micro Enterprise	Not exceeding Rs. 25 Lakh	Not exceeding Rs. 10 Lakh
Small Enterprise	More than Rs. 25 Lakh & upto Rs. 5 Crore	More than Rs. 10 Lakh & upto Rs. 2 Crore
Medium Enterprise	More than Rs. 5 Crore & upto Rs. 10 Crore	More than Rs. 2 Crore & upto Rs. 5 Crore

**engaged in the manufacture or production of goods, in any manner, pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951.*

4.0 As such, it is requested to provide the confirmation as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006 to your firm by submitting the declaration/undertaking by _____ (date to be mentioned for obtaining declaration from existing suppliers/service providers):-

(Authorized Representative of
Concerned Contract & Procurement Division)

Declaration/Undertaking

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

- (i) ☐ - Micro Enterprise
- (ii) ☐ - Small Enterprise
- (iii) ☐ - Medium Enterprise

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

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

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

(Authorized Representative of Firm)

ANNEXURE-VIII of SECTION-0

(to be filled and uploaded online)

ECS - Form

NHPC Limited

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No. :

1. BIDDER'S NAME : _____

a) ADDRESS : _____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____
 Telephone No. : _____

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

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

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



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

(-----)

Date :

Signature of the Bidder

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

(Bank's Stamp)

(-----)

Date:

Signature of the Authorized

Official from the Bank



ANNEXURE-IX of SECTION-0

(To be submitted offline as well as 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 I/We have not been banned/ de-listed/ black listed/ debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause 22.0 of Tender Document.

I/ We, M/s _____ (*Name of Bidder*) hereby further certify that I/We have not been declared ineligible in accordance with para 6 of Guidelines on Banning of Business Dealings.

(Seal & Signature of Bidder)

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



ANNEXURE-X OF SECTION-0

(To be filled and uploaded online)

NO DEVIATION CERTIFICATE

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

Signed By:

Name : _____

Designation : _____

Organization: _____

Date & Place: _____

Phone/ Fax/Mobile/ Email: _____

Stamp & Seal: _____

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



ANNEXURE-XI OF SECTION-0

(To be filled and uploaded online)

Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules

(To be submitted on letter head)

To,

M/s NHPC Ltd.

.....

Sub.: Tender no.

Dear Sir,

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

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

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

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

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

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

Place:
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

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GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

- 1.1** In the Contract, the following expression shall, unless the Contract otherwise requires, have the meanings assigned to them.
- i) **'Approval'** shall mean the written approval of the Engineer and or the statutory authorities wherever such authorities are specified by any code or otherwise.
 - ii) **'Commercial use'** shall mean the use of the work, which the Contract contemplates or of which it is commercially capable of.
 - iii) **'Commissioning'** shall mean the satisfactory operation of the equipment/work as specified, after all necessary initial tests, checks and adjustments required at site, if any, have been satisfactorily completed and the equipment/works have been in continuous and uninterrupted commercial use for not less than 30 days.
 - iv) The **'Consulting Engineer'** means the firm or the person as may be duly appointed by the Purchaser to act as consulting engineer for the purpose of the work covered in the Contract.
 - v) The **'Contract'** shall mean and include the bid and its acceptance thereof, the General Conditions, Special Conditions, specifications, schedules, drawings, Form of Bid, covering letter, schedules of prices and the formal Agreement executed on the stamped paper or on the plain paper.
 - vi) The **'Contractor'** shall mean the bidder whose bid has been accepted by the Purchaser and shall include the bidder's heir, legal representatives, successors and permitted assigns.
 - vii) The **'Contract Price'** shall mean the sum arrived at by multiplying the quantity(ies) with the rate(s) in the 'Bill of Quantity' given in / annexed to the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - viii) The **'Delivery of Plant/Equipment'** shall be deemed to take place on delivery of the Plant/Equipment to
 - i) the Purchaser at his premises; or
 - ii) where so provided the interim Purchaser at his premises; or
 - iii) a carrier or other person named in the Contract as an interim Purchaser for the purpose of transmission to the Purchaser.
 - iv) the destination station in case of Contract stipulating delivery of stores at destination station.
 - ix) The **'Engineer'** shall mean the officer placing the order for the work to the Contractor and such other officer as may be authorized and appointed in writing by the Purchaser to act as Engineer for the purpose of the Contract and in case

no such officer has been so appointed, the Purchaser or his duly authorized representative.

- x) The '**Engineer In-Charge**' means the person appointed by the Corporation in the manner provided hereof and named as such in SCC to perform duties delegated by the Corporation. The Engineer In-Charge shall represent and act for & on behalf of the Purchaser at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer In-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Engineer In-Charge, except as herein otherwise provided.
- xi) The '**Inspector**' shall mean any person or persons nominated by the Purchaser and/or the Engineer to inspect stores or works under the agreement and/or his duly authorised representative appointed to act as the Inspector.
- xii) '**Letter of Award**' shall mean the Purchaser's letter conveying his acceptance of the bid, subject to such reservations as may have been stated therein.
- xiii) '**Month**' shall mean English calendar month.
- xiv) Words imparting '**person**' shall include Firms, Companies, Corporations and other bodies whether incorporated or not.
- xv) '**Plant**', '**Equipment**', '**Material**', '**Work**', or '**Works**' shall mean respectively the plant, equipment and material to be provided and work or works to be done by the Contractor under the Contract.
- xvi) The '**Purchaser**' or the '**Employer**' or the '**Owner**' or the '**Corporation**' shall mean the NHPC Ltd., Sector-33, Faridabad, Haryana-121003 and shall include its successors and permitted assigns.
- xvii) Words imparting the '**Singular only**' shall also include the plural and vice versa, where the Contract so requires.
- xviii) The '**Site**' shall mean the land/and or other places on, into or through which the work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
- xix) The '**Specification**' shall mean the specification as per the Contract or bid, as the case may be, and the schedules thereto (if any) and subsequent amendments mutually agreed upon in writing.
- xx) The '**Subcontractor**' shall mean the person, firm/ Company named in the Contract for any part of the work or any person, to whom any part of the Contract has been sublet with the consent in writing of the Engineer In-Charge, and the heirs, legal representatives, permitted successors and assigns of such persons.

- xxi) The terms used under “**Technical Specification and Acceptance Test**” shall have the meaning given to them in relevant issue of the Bureau of Indian Standards or their approved equals applicable on the date of Letter of Award.
- xxii) ‘**Tests on completion**’ shall mean such tests, as are prescribed in specification, to be carried out by the Contractor to the satisfaction of the Engineer In-Charge before the work is taken over by the Engineer In-Charge.
- xxiii) ‘**Writing**’ shall include any manuscript, typewritten or printed, statements, under or over signature or seal as the case may be.
- xxiv) The expression ‘**Works**’ or ‘**Work**’ shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of the Contract constructed to be executed whether temporary or permanent and whether original, altered, substituted or addition.
- xxv) ‘Terms and Expression not herein defined shall have the same meaning as assigned to them in the Indian Sales of Goods Act 1930, failing that in the Indian Contract Act, 1872 and failing that in the General Clauses Act 1897 or any such Act as the case may be.

2.0 CONTRACTOR TO INFORM HIMSELF FULLY

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

3.0 AGREEMENT

- 3.1 After issue of the Letter of Intent / Award, the Purchaser shall prepare the Agreement on the stamp paper on the Form enclosed as Annexure I for Supply & Erection contracts and the parties shall sign the said Agreement within 30 Days from the date of issue of Letter of Intent / Award. The expenses of completing and stamping the agreement shall be borne by the Contractor. The Contractor shall furnish 3 sets of such Contract Agreements to the Purchaser. After the Agreement, one original set shall be handed over to the Contractor and the remaining two sets shall be retained by the Purchaser.

- 3.2** After the bid has been accepted by the Purchaser, all orders or instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer In-Charge or his authorised representative, in writing, on behalf of the Purchaser.

4.0 PERFORMANCE GUARANTEE

- 4.1** Within 28 days after receipt of notification of award, the Contractor shall furnish to the Engineer In-Charge a bank guarantee from an Indian Nationalised Bank or State Bank of India or any Scheduled Bank in India on the Form enclosed as Annexure II to these General Conditions for an amount equal to (10) ten percent of the Contract Price by way of guarantee for the due and faithful performance of the Contract along with the other terms and conditions agreed to. If the Contract Price increases or decreases due to variations as mentioned in Clause 13.1 to 13.5 of the General Conditions of the Contract, the amount of Performance Bank Guarantee shall remain unaltered until the amount of such variations does not exceed 20% of the originally awarded Contract Price. Once the amount of variations as above, exceeds 20% of the originally awarded Contract Price, the amount of the PBG shall be increased or decreased by an amount equal to 10% (ten percent) of the amount of variations so ordered with reference to the originally awarded Contract Price so that the total amount of PBG shall remain as 10% of the revised Contract Price (i.e. original Contract Price plus variations). The Performance guarantee shall be valid 3 (three) months beyond the warranty period as per Clause No. 51.1 to 51.4 of these General Conditions of Contract. Subject to the requirement of variations exceeding 20% of the original Contract Sum as specified above, the Contractor shall, at his own cost, furnish within one month from the date of issue of change orders for the variations, amended / revised /additional Bank Guarantee, required due to variations in the Contract price, and also get the validity period of bank guarantee furnished by him, extended from time to time till the completion of warranty period as per the provisions of the Contract. The Contractor shall furnish extended / revised bank guarantee to the Purchaser one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended / revised Bank Guarantee is not received by the Purchaser within the specified period of one month, the Purchaser entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.
- 4.2** On due completion and commissioning of work in all respect and on expiry of the warranty period as per clause 51.1 to 51.4 of these General Conditions, the bank guarantee shall be returned to the contractor without any interest on presentation of an absolute "No Demand Certificate" from the Purchaser and upon the return, in good conditions, of any Specifications, Drawings, tools or tackles or any other property belonging to the Purchaser which may have been issued to the Contractor. Provided always that the Purchaser shall be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Purchaser.

5.0 CONTRACT DRAWINGS

- 5.1** The Contractor shall submit, in triplicate, to the Engineer In-Charge for his approval of General Arrangement and drawings, such detailed drawings as specified in the Contract or otherwise reasonably necessary.
- 5.2** Within 30 days of the receipt of such drawing, the Engineer In-Charge shall signify his approval to the Contractor and in the event of his disapproving the drawings; the Contractor shall submit fresh/ amended drawings as per requirement of the Purchaser for his approval.
- 5.3** No extension in contractual delivery time shall be allowed on account of the time consumed in submission and examination of the defective drawings and resubmission of the corrected drawings.
- 5.4** Within a reasonable period of the notification by the Engineer In-Charge to the Contractor of his approval of such drawing, one set of drawings in ink and three sets of blue prints of the drawings as approved shall be supplied by the Contractor and shall be deemed to be the Contract drawings.
- 5.5** These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer In-Charge and shall not be deviated from in any way whatsoever, except with the written permission of the Engineer In-Charge as hereinafter provided. During the execution of the works, one set of drawings shall be available for reference on the site also.
- 5.6** In the event of the Contractor desiring to possess a signed set of drawings he shall supply four sets instead of three sets, and in that case, the Engineer In-Charge shall sign the fourth set and return the same to the Contractor.
- 5.7** The Contractor, if required by the Engineer In-Charge, shall supply additional copies of any drawings, which may reasonably be required for the purpose of the Contract.
- 5.8** The Engineer In-Charge or his duly authorised representative whose name shall have previously been communicated in writing to the Contractor shall have the right at all reasonable times to inspect the goods under manufacture at the factory / works of the Contractor during the currency of the Contract.
- 5.9** Any bid, drawings, technical data or correspondence which form the basis of an order or a Contract as aforesaid, or which may be furnished by the Contractor for the Purchaser's approval, or information as provided under the said order or Contract, shall be in English and if it is in any other language, a complete translation in English shall be duly furnished.

6.0 MISTAKE IN DRAWING

- 6.1** The Contractor shall be responsible for and shall pay the cost for alternations of the work due to any such discrepancies, errors and omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer In-Charge or not, provided that if such discrepancies, errors, or omissions are due to inaccurate information or particulars furnished to

the Contractor by the Purchaser, any alternations in the work necessitated by reasons of such inaccurate information or particulars shall be paid for by the Purchaser.

- 6.2** If any dimension figured upon a drawing or a plan differ from that obtained by scaling the drawings or plan, the dimension as figured in the drawing or plan shall be taken as correct.

7.0 SUBLETTING OF CONTRACT

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

8.0 PATENT RIGHTS

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

9.0 MATERIALS AND WORKMANSHIP

- 9.1** All plants, materials, etc., as may be required to be supplied and/or used and all such work to be executed by the Contractor in terms of the Contract and as per the specification, shall be of the best quality and workmanship, capable of satisfactory operation under the operating and atmospheric conditions as may be specified in the Contract. Unless otherwise specified they shall conform in all respects to the requirements of the latest edition of the relevant Indian Standard specifications on that behalf.
- 9.2** Contractor may offer equipments, materials etc., as aforesaid, manufactured in accordance with other well recognized standards but shall, in that case, supply a copy in English language of the standard specifications adopted by them and

shall clearly mention in what respect such standard specifications differ from corresponding Indian Standard Specifications. These should comply with one consistent set of standards only as far as possible.

- 9.3** All materials shall be erected after being approved and passed by the Engineer In-Charge. The erection shall be done according to the best practices being followed with the best erection equipments and tools, so as to give satisfactory results. The dimensions shown on the drawings shall be adhered to strictly and work performed to the satisfaction of the Engineer In-Charge. The Contractor shall guarantee all workmanship executed by him to be free from defects whatsoever.

10.0 INTERCHANGEABILITY

- 10.1** All parts shall be made accurately to standard gauges so as to facilitate replacement and repairs. All corresponding parts of similar material shall be interchangeable.

11.0 PACKING AND MARKING

- 11.1** The Contractor shall be responsible for securely protecting and packing the plant, materials, etc., as may be required to be supplied by the Contractor in terms of the Contract, as per prescribed standards in force to withstand the journey and ensuring the safety of materials and also arrival of the same at destination in original condition and good for contemplated use so as to avoid damage under normal conditions of transport and to comply with such other conditions as specified in the Contract.
- 11.2** Each bundle or package shall have the following marking on it:-
- a) The name and address of the consignee.
 - b) Destination.
 - c) The relevant marks, reference numbers etc. for easy identification.
- 11.3** Each package shall also be accompanied with detailed packing lists to facilitate checking up of the contents at the destination.

12.0 FENCING AND LIGHTING FOR WORKS

- 12.1** The Contractor shall at all times, provide sufficient fencing, notice boards, lights and watchmen to protect and guard the work. In case, the Contractor fails to make such provision or any provision made by him is considered by the Purchaser to be inadequate, the Purchaser may make such provision or further provisions, as he may consider necessary and charge the cost thereof to the Contractor.
- 12.2** If during, the period of erection, the Contractor or his workmen or servants shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused by any cause whatsoever to other works whether in progress or completed forming part of the work, for which the

plant is being installed, or if any imperfections become apparent in these works the cause of which imperfection are attributable to the Contractor or his workmen or servants, the Contractor shall make good such damages and imperfections and if he fails to do so within a reasonable time, the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may be due on them or at any time thereafter become due to the Contractor or from his Performance Guarantee or the proceeds of sale thereof or of a sufficient portion thereof may recover otherwise.

13.0 POWER TO VARY OR OMIT WORK

13.1 No alternations, amendments omissions, additions, substitutions, or variations of the work (hereinafter referred to as 'Variations') under the Contract shall be made by the Contractor except those directed in writing by the Engineer In-Charge, but the Engineer In-Charge shall have full power subject to the provisions hereinafter contained, from time to time during the execution of the Contract by giving notice in writing, to instruct the Contractor to make such variation, provided the variation so ordered / instructed shall not result in change of the scope of the Contract and the Contractor shall carry out such variations, and be bound by the same conditions as if the said variations occurred in the Contract.

13.2 If any suggested variation would in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer In-Charge thereof in writing, and the Engineer In-Charge shall decide forthwith whether or not the same shall be carried out, and if the Engineer In-Charge confirms his instruction, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The decisions of the Engineer In-Charge in this regard shall be final and binding.

13.3 The difference in cost, if any occasioned by such variations, shall be added to or deducted from the Contract Price as the case may be. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the Agreement.

In case such rates are not available in the Agreement, they shall be settled mutually by the Engineer In-Charge and Contractor. Even if there is disagreement regarding the rates to be paid, the Contractor shall carry out the work inclusive of the variations and the matter in difference. Provided that in case no final settlement is arrived for such rates, then such disagreement shall be settled as per clause 53.1 to 53.4 of General Conditions of Contract.

13.4 In the event of the Engineer In-Charge requiring any variations, such reasonable and proper notice shall be given to the Contractor to enable him to make his arrangements. Accordingly, in cases where goods or materials are already prepared/procured, or any designs, drawings or patterns made or work done that require to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer In-Charge.

- 13.5** In every case in which the Contractor shall receive instructions from the Engineer In-Charge for carrying out such work which, either then or later, will be in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible (but not later than 30 days) after the receipt of such instructions, inform the Engineer In-Charge of such claim for additional payment.

14.0 NEGLIGENCE

- 14.1** If the Contractor neglect to manufacture plant & equipments or execute the work in terms of the Contract as the case may be, with due diligence and expectation, or refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer In-Charge in connection with the work, or contravene any provisions of Contract, the Purchaser may give seven days notice in writing to the Contractor to make good the failure, neglect or contravention complained of within reasonable time as specified by Engineer In-Charge. If the Contractor fail to comply with the notice and in the event of failure, neglect, or contravention capable of being made good within that time, then and in such a case the Purchaser shall forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the Contractor's hands and give it to another person(s) or Contractor at a reasonable price or provide any other materials, tools, tackle, or labour for the purpose of completing the work, or any part thereof, and in that event the Purchaser shall, without being responsible to the Contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackles, or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.
- 14.2** If the cost of executing the work, as aforesaid, shall exceed the balance due to the Contractor and Contractor fails to make good the deficiency, it shall be lawful for the Purchaser to make good such deficiency in the manner it may deem fit in terms of the Contract and the Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools, tackles, or things belonging to the Contractor and the proceeds of such sale shall be applied towards the payment of such deficiency and the cost of any incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer In-Charge, provided that when all expenses, cost and charges incurred on the completion of the work are paid by the Contractor, all such materials, tools tackle or other things remaining unsold shall be removed by the Contractor.

15.0 COMPLIANCE WITH REGULATIONS

- 15.1** The Contractor shall comply with all applicable laws, ordinances, codes, approved standards, rules and regulations and shall procure all necessary municipal and government permits, licenses etc. at his own cost. The Contractor shall keep the Purchaser and Engineer In-Charge harmless as a result of any infractions thereof.
- 15.2** Unless otherwise specified, all works to the extent applicable shall be carried out in accordance with The Electricity Act, 2003 & relevant rules thereof, or any amendment thereto which may be notified during the currency of the Contract and the requirement of any other Rules, Regulation and Acts in India to which the Purchaser may be subjected to.

16.0 DEATH, INSOLVENCY AND BREACH OF CONTRACT

- 16.1** The Purchaser may at any time, by giving notice, in writing summarily determine the Contract without compensation to the Contractor in any of the following events, that is to say:
- i) If the Contractor being an individual, or a firm or any partner thereof, shall at any time, be adjudged insolvent or shall have received order for administration of his estate made against him or shall take any proceeding for compensation under the Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm has been dissolved under the Partnership Act; or
 - ii) If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the court or Debenture holders to appoint a Receiver, Liquidator or manager; or
 - iii) If the Contractor commits any breach of the Contract not herein specifically provided in the Contract.

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

17.0 DATE OF COMPLETION – Deleted

- ~~**17.1** The Contractor shall provide full programme of the Supplies and or Works in detail and delivery schedule thereto. Strict adherence to the prescribed time schedule mentioned in the Contract shall be the essence of the Contract.~~

18.0 DELAY IN SUPPLY/ ERECTION – Deleted

~~18.1 If the Contractor fails to attain completion of the scope of work or any part thereof within the prescribed time for completion under clause 17.1 or any extension thereof under GCC Clause 22.1 to 22.3 (Extension of time for Completion), the Contractor shall pay to the Purchaser liquidated damages equal to the amount computed @ 1/2 (half) percent per week or part thereof of the Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price.~~

19.0 MANAGEMENT MEETINGS

19.1 Either the Engineer In-Charge or the Contractor may require the other to attend a Management Meeting. The business of a Management Meeting to be held at the place decided by the Engineer In-Charge shall be to review the plans for remaining works and to deal with matters raised in accordance with the Early Warning Procedure.

19.2 The Engineer In-Charge shall record the business of Management Meetings and shall provide copies of the minutes of record of the meeting to those attending the meeting and to the Contractor. The responsibility of the parties for actions to be taken is to be decided by the Engineer In-Charge either at the Management Meeting or after the Management Meeting and stated in such record of the meeting.

20.0 EARLY WARNING

20.1 The Contractor is required to warn the Engineer In-Charge at the earliest opportunity of specific likely future events or circumstances that may delay the execution of works. The Engineer In-Charge may require the Contractor to provide an estimate of the expected effect of the event or circumstance and Completion date.

20.2 The Contractor shall cooperate with the Engineer In-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer In-Charge.

21.0 CASH FLOW FORECAST

21.1 When the Program is updated, the Contractor is to provide the Engineer In-Charge with an updated cash flow forecast.

22.0 EXTENSION OF TIME FOR COMPLETION

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

- (a) any Change in the scope of work

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

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

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

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

23.0 SUSPENSION

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

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

If the Purchaser fails to do so within such period, the Contractor may, by a further notice to the Engineer In-Charge, elect to treat the suspension, where it affects a

part only of the Facilities, as a deletion of such part or, where it affects the whole of the Work, as termination of the Contract.

23.2 If

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

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

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

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

24.0 USE OF ROADS

24.1 The Contractor may be allowed to use private roads, if any built by the Purchaser in connection with the construction work. The Purchaser may also help the Contractor in obtaining permission for using canal or other service roads for transport of Contractor's men and materials wherever necessary and possible under the rules.

25.0 WASTAGE OF MATERIALS

- 25.1** On completion of work, the Contractor will return balance items over and above actually used on the work. Wastage shall also be returned either in damaged condition or otherwise. However should the necessity arise to deliver the items in excess of the permissible wastage, as may otherwise be specified in the Contract, the cost thereof shall be recoverable from Contractor's bills at rates as specified in the Contract.

26.0 SURPLUS MATERIALS

- 26.1** On completion of the works, all materials left surplus from those supplied by the Contractor under the Contract and those supplied by the Purchaser for erection will be handed over to the Purchaser at the Purchaser's stores.

27.0 SAFETY OF STAFF AND LABOURERS

- 27.1** The Contractor shall provide and make all necessary arrangements for safety of staff and labourers at site of work. The Purchaser will not, in any way be responsible for any accident minor, major or fatal, to any person at the site of works or for any damages arising therefrom during erection, which shall be the Contractor's sole responsibility. The staff insurance charges shall also be borne by the Contractor.

28.0 PROGRESS REPORT

- 28.1** Fortnightly reports showing the actual progress made in the receipt of materials by the Contractor and in completion of various works shall be regularly submitted in duplicate by the Contractor to the Engineer In-Charge and Engineer of the Contract.

29.0 DEVIATIONS FROM SPECIFICATION

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

30.0 RESPONSIBILITY OF THE CONTRACTOR

- 30.1** The Contractor shall guarantee and be entirely responsible for the execution of Contract in accordance with the specification, schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, correct delivery of materials within the guaranteed completion and warranty period. He shall also guarantee and be responsible for the correct designs and drawings and their accuracy, conformity of all works to the approved designs and drawings their erection, within the guaranteed completion and performance within the warranty period.
- 30.2** The Purchaser shall have the right to require the Contractor to make any such change in the designs which may be necessary in the opinion of the Engineer In-Charge to make the Plant and Works as the case may be, conform to the

provisions & contents of the specification, without any extra cost to the Purchaser. Approval by the Engineer In-Charge or by the representative of the Purchaser, to the Contractor's or sub-contractor's drawings, designs, materials or of other parts of the works involved in the Contract, or of test carried out either by the Contractor or by the Sub-Contractor shall not relieve the Contractor of any requirements/obligations of the specification or of the responsibility/obligation for the correctness of the Contractor's design and drawings. Any manufacture or the work performed prior to the approval of drawings and tests will be at the risk and cost of the Contractor.

- 30.3** The Contractor shall guarantee and be responsible for handling and storage of all the materials, as erected works upto their taking over by the Purchaser.

31.0 TRAINING OF PURCHASER'S STAFF

- 31.1** The Purchaser reserves the right to depute its own staff, comprising of Engineers/or Subordinates, in the Contractor's / sub-contractor's works and with Contractor's personnel for the purpose of gaining experience and Contractor shall extend all reasonable facilities for this purpose. The Contractor shall not, however, be required to incur any expenditure on this account, unless specifically otherwise provided in the Contract.

32.0 INSPECTION AND TESTING - Deleted

- ~~**32.1** The Engineer In Charge and his duly authorised representatives shall have, at all reasonable times access to the Contractor's premises, and shall have the power, at all reasonable time, to inspect and examine the materials and workmanship of the plant during its manufacture shop assembly and tests and if part of the plants is being manufactured on other premises, the Contractor shall obtain for the Engineer In Charge and his duly authorised representative, permission to inspect it as if the plant was manufactured on the Contractor's own premises.~~
- ~~**32.2** The Engineer In Charge shall, on giving seven days notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of workmanship connected with such work which in his opinion, are not in accordance with the Contract or/are, in his opinion, defective for any reason, whatsoever provided that, if such notice be not sent to the Contractor within a reasonable time after the grounds upon which such notice is based have come to the knowledge of the Engineer In Charge, he shall not be entitled to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise all tests shall be made at the Contractor's works before shipment.~~
- ~~**32.3** The Contractor shall, if required, give the Engineer In Charge, notice of any plant, being ready for testing, and the Engineer In Charge or his representative, if so desired, shall, on giving twenty four hours previous notice in writing to the Contractor, attend at the Contractor's premises within fifteen days of the date on which the plant is notified as being ready failing which, visit or alternatively if the~~

~~Purchaser, at its own discretion waives of the inspection and testing the Contractor may proceed with the tests which shall be deemed to have been made in the Engineer In Charge's presence, and he shall forthwith forward to the Engineer In Charge duly certified copies of the test results and certificates in six copies for approval of the Purchaser. The Plant shall be despatched only after the test certificates have been approved by the Purchaser in writing.~~

- ~~32.4 In all cases where the Contract provides for tests, whether at the premises of the Contractor or of any sub-contractor except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments, as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the Contract, and shall give facilities to the Engineer In Charge or to his authorised representative to accomplish such testing.~~
- ~~32.5 If special tests other than those specified in the Contract, are required, they shall be paid for by the Purchaser as 'Variation' under Clause 13.1 to 13.5. If inspection is got done through an independent authority at the option of the Purchaser, the inspection fee, if any, shall be paid by the Purchaser.~~
- ~~32.6 When the tests have been satisfactorily completed at the Contractor's works, the Engineer In Charge or his authorised representative shall issue a certificate to this effect. The Engineer In Charge or his authorised representative will jointly seal the material inspected in testimony of inspection being carried out by him.~~
- ~~32.7 Neither the waiver of inspection nor acceptance after inspection by the Purchaser shall, in any way, relieve the Contractor of the responsibility of supplying the plant & equipment strictly in accordance with the specifications, drawing etc.~~
- ~~32.8 Immediately after the acceptance of the bid of the Contractor, the Contractor shall send four copies of mill or ship orders for materials purchased for use in manufacture which will be required to be inspected at points other than the Contractor's work before shipment. All such orders shall quote the requirements of specifications for the materials to be furnished and shall mention where the materials are to be manufactured.~~
- ~~32.9 In all cases where the Contract provide for tests on the site, the Purchaser, except where otherwise specified, shall provide, free of charges, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be required from time to time, as may reasonably be demanded to carry out such test of the plant or workmanship in accordance with the Contract. In the case of the Contractor requiring electricity for tests on site, such electricity shall be supplied to the Contractor in the most convenient form available.~~

33.0 DELIVERY OF PLANT

- 33.1** No plant shall be dispatched until dispatch instruction have been given to the Contractor by the Engineer In-Charge or his duly authorised representative.

- 33.2** The Contractor shall deliver the plant/material in accordance with the terms of the Contract at the time/times at the place/places and in the manner specified in the Contract. The Contractor shall comply with the instructions that may be given by the Purchaser from time to time regarding the safe transit of the plant/material.
- 33.3** Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The Supplier shall further supply to the consignee, in triplicate, a priced invoice and packing list of all stores delivered or dispatched by him.
- 33.4** In case of any damage or loss occurred in transit upto destination, it shall be the liability of the Contractor to initiate or pursue the claim with Insurance Company. He should also take immediate steps to repair the damaged apparatus or replacement thereto. Any extension of time limit required in such contingency will be considered by the Purchaser on merits.

34.0 WORK ON SITE

- 34.1** Suitable access to and possession of the site for the purpose of erection shall be offered to the Contractor in reasonable time. The erection shall be carried out at such time as the Purchaser may approve so as not to interfere unnecessarily with the conduct of the Purchaser's business, but the Purchaser shall give the Contractor all reasonable facilities for carrying out the work.
- 34.2** No person other than the Contractor, sub-Contractor, and workmen and the Contractor's duly authorised agents shall, except with the special permission in writing of the Engineer In-Charge or his representative, be allowed to do any work on the site in connection with installation work, but access to the work, shall at all times be accorded to the Engineer In-Charge and his representatives and other authorised officials of the Purchaser.
- 34.3** The Purchaser shall ensure readiness of the associated Civil works including foundations matching with the requirements at site as per the Inspection Schedule approved by the Engineer In-Charge.

35.0 ENGINEER'S SUPERVISION

- 35.1** All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer In-Charge. The Contractor shall be responsible for the corrections of the positions, levels, and dimensions of the works according to the drawings, notwithstanding that he may have been assisted by the Engineer In-Charge in setting out the same.

36.0 ENGINEER IN-CHARGE'S DECISION

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

37.0 CONTRACTOR'S REPRESENTATIVE AND WORKMEN

- 37.1** The Contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer In-Charge by the Contractor, to superintend the erection and carrying out of the works. The said representative, or if more than one be employed, then one of the representatives shall be present on the site during working hours, and any written orders, or instructions which the Engineer In-Charge or his duly authorised representative, whose name shall have been previously communicated in writing to the Contractor, may give to the said representative of the Contractor, shall be deemed to have been given to the Contractor.
- 37.2** The Engineer In-Charge shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who, in his opinion, misconduct himself or be incompetent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer In-Charge of notice in writing requiring him to do so and shall provide in his place competent representative at the Contractor's expense.

38.0 LIABILITY FOR ACCIDENTS AND DAMAGES

- 38.1** The Contractor shall be responsible for loss, damage or depreciation of goods or plant / equipment upto delivery at site to the authorised consignee of the Purchaser.
- 38.2** The Contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over as per clause 50.1 to 50.4 of these General Conditions or is deemed under that clause to have been taken over provided always that the Contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 50.1 to 50.4.
- 38.3** Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to person or damage to property resulting from the negligence of the Contractor or from defective design or work, but not from other causes.
- 38.4** Provided the Contractor shall not be liable for any loss of profit or any loss out of Contract or any other claim made against the Purchaser not already provided for in the Contract, nor for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contractor has no control nor shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 38.5** The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims, demands, costs or expenses caused in connection with injuries (other than such as may be attributable to the Purchaser or his employees) suffered prior to the date when the Plant shall have been taken over under clause 50.1 to 50.4 hereof by persons employed by the Contractor or his sub-contractor on the work whether at common law or under the Workmen's

Compensation Act, 1923 or any other statute in force at the date of Contract relating to the question of the liability of employers for injuries suffered by employees, and will, if called upon to do so, take out the necessary policy or policies of insurance to cover such indemnity.

- 38.6** In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall with the assistance, if he so requires, of the Purchaser, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case, the Purchaser shall at the request and expense of the Contractor afford all reasonable and available assistance for any such purpose.

39.0 INSURANCE

- 39.1** The Contractor shall insure the plant and equipment to be supplied by him and shall keep it insured against loss by theft, destruction or damage by fire, flood, under exposure to the weather, or riots, civil commotion, war or rebellion, or any other kind of loss or damage during transit for the full value of the plant from the time of dispatch and upto the time of its erection and successful Testing and Commissioning and upto its warranty period as per clause 51.1 to 51.4 of GCC.
- 39.2** The Contractor shall also ensure the insurance of all the plants & equipments or the materials to be arranged separately by the Purchaser (as per the detail list provided by the Purchaser) and handed over to the Contractor for erection, including the estimated cost of erection etc. as per the terms of the Contract, until the works and the surplus materials are taken over by the Purchaser under Clause 50.1 to 50.4 of the General Conditions of Contract.

40.0 REPLACEMENT OF DEFECTIVE WORK OR MATERIAL

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

41.0 TERMS OF PAYMENT

41.1 Deleted

~~Subject to any deduction which the Purchaser may be authorised to make under the Contract and/or any additions or deductions provided for under clause 13.1 to 13.5 of these General Conditions, the Contractor shall be entitled to payment as follows:~~

~~41.1.1 FOR SUPPLY OF PLANT / EQUIPMENT ETC.:~~

~~A. FOR SUPPLIES~~

- ~~i) 90% of the Contract Price of the material supplied alongwith 100% taxes & duties subject to documentary evidence against presentation of the following documents to the Consignee:
 - ~~a) Evidence of despatch (GR / LR etc.)~~
 - ~~b) Contractor's detailed invoice~~
 - ~~c) Detailed packing list~~
 - ~~d) Test Certificate(s).~~
 - ~~e) Inspection Report/ Despatch Instructions~~
 - ~~f) Copy of Insurance Intimation/ Cover.~~~~
- ~~ii) 10% of the Contract Price and price variation claims, if any, shall be paid upon taking over of the equipment after successful erection and commissioning.~~

~~B. ERECTION & COMMISSIONING~~

~~90% of the erection cost will be paid on monthly completion of erection work at prorata basis/ unit rate basis as may be applicable subject to the verification of the bill by the Engineer In Charge.~~

~~Balance 10% of the cost of the erection work done will be paid on the successful completion and commissioning and testing of the work under the Contract.~~

41.2 All payments will be made in Indian Rupees, unless otherwise specified in the Contract.

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

42.0 DEDUCTIONS FROM CONTRACT PRICES

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

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

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

43.0 FINAL BILL

43.1 The final bill relating to the Contract shall be prepared only when the Plant has/ have been installed and tested for final acceptance under Clause 48.1 to 48.3 and it will include the adjustment of all claims against the Contractor as well as all claims admitted in favour of the Contractor by the Engineer In-Charge and awarded in his favour by the Arbitrator up to the date of preparation of the final bill.

44.0 PAYMENT UPON TERMINATION

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

44.2 If the Contract is terminated at the Purchaser's convenience or because of a fundamental breach of Contract by the Purchaser, the Engineer In-Charge shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law.

45.0 PERMITS AND VISAS

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

46.0 REGULATIONS OF LOCAL AUTHORITIES

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

47.0 DUE DATE OF PAYMENT - Deleted

- ~~**47.1** Payment for erection and commissioning shall be due and payable by the Purchaser in accordance with the provision of clause 41.1 to 41.3 of these General Conditions at the end of the month following that in which value/ quantity of work done is measured and accepted by the Engineer In-Charge and the amount due is worked out.~~

48.0 TEST ON COMPLETION - Deleted

- ~~**48.1** Whenever possible, all tests shall be carried out before shipment. Should, however, it be necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the Contractor's representative within reasonable time of the completion of erection.~~
- ~~**48.2** The final tests, as to performance and guarantees, as specified in the Contract shall be carried out by and in the presence of Contractor's representative within a reasonable time of the completion of erection.~~
- ~~**48.3** If the results of these tests shall not come within the margin specified, the tests shall, if required to be repeated after the plant/work is ready for re-test and the Contractor shall repay to the Purchaser all reasonable expenses to which he may be put by such tests.~~

49.0 REJECTION OF DEFECTIVE PLANTS/ WORKS

- 49.1** If the completed Plants/ Works or any portion thereof, before it is taken over, be found to be defective, or being failed to fulfil the requirements of the Contract, the Engineer In-Charge shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forthwith make the defect good or alter the same to make it comply with the requirements of the Contract. If the Contractor fails to do so within reasonable time, the Purchaser may reject and replace at the cost of Contractor, the whole or any portion of the Plant/Works as the case may be which is defective or fails to fulfil the requirements of the Contract, such replacement/ rectification shall be carried out by the Purchaser within the requirements of the Contract within a reasonable time and at the

reasonable price and where reasonably possible to the same specification and under competitive conditions. In case of such replacement/rectification delivered and or erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under the provisions above mentioned for such replacement/ rectification and the Contract price for the plant/works so replaced/ rectified and also to repay any sum paid by the Purchaser to the Contractor in respect of such defective plant/ works.

- 49.2** In the event of such rejection, the Purchaser shall be entitled to the use of the Plant/ Work in reasonable and proper manner till a time reasonably sufficient to enable him to obtain other replacement plant/ carryout the rectification of the Work. During the period the rejected plant/ work is used commercially, the Contractor shall be entitled to a reasonable sum of payment for such use. Provided that the decision of the Engineer In-Charge in regard to quantum of such payment shall be final and binding on the Contractor.

50.0 TAKING OVER

- 50.1** Where the specification calls for performance tests before shipment and these have been successfully carried out, the Plant/Work shall be accepted and taken over when it has been satisfactorily put into operation on site or within one month of being ready to be put into operation whichever shall be the earlier and the Engineer In-Charge shall forthwith issue a Taking Over Certificate.
- 50.2** When the Contract clause calls for tests on site, the Plant/ Work shall be taken over and the Taking Over Certificate issued immediately after such tests have been satisfactorily carried out.
- 50.3** If, for any reason other than the default of the Contractor, such last mentioned test on site shall not be carried out within one month notice by the Contractor to the Purchaser of the Plant/ Work being ready for test, the Plant/Work shall be deemed to have been taken over as on the last day of such period and payment due to the Contractor on taking over, shall be made but nevertheless the Contractor shall, if called upon to do so by the Purchaser, but at the Purchaser's expense, make the said tests during the warranty period and accept as aforesaid under the same obligation as specified in clause 48.1 to 48.3.
- 50.4** The Engineer In-Charge shall not delay the issue of any Taking Over Certificate contemplated by this clause on account of minor deficiencies of material or defects in the Plant/ Work which do not materially affect the commercial use thereof, provided that the Contractor shall undertake to make good the same in the due course at his own expense.

51.0 WARRANTY

51.1 Deleted

~~DeFor a period of 12 (twelve) calendar months commencing upon the setting to work of Plant or 18 months from the date of despatch of equipment (last~~

~~consignment in case of despatch in parts) to the Purchaser whichever is earlier (called the warranty period), the Contractor shall remain liable to replace any defective parts that may develop in the Plant of his own manufacture or those of his Sub contractor under the conditions provided in the Contract under proper use and arising solely out of faulty design, materials or workmanship, provided always that such defective parts as are not , repairable at site and are not essential in the meantime to the maintenance in commercial use of the Plant are promptly returned to the Contractor's works at the expense of the Contractor unless otherwise arranged.~~

- 51.2** If it becomes necessary for the Contractor to replace or renew any defective parts of the Plant under this clause, the provisions of the first para, of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of thirty six months, whichever may be later.
- 51.3** If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Contractor in respect of such defects.
- 51.4** At the end of the warranty period, the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of such guarantee given to the Contractor by the original manufacturer of such goods.

52.0 FORCE MAJEURE

- 52.1** In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party effected by such force majeure shall be treated as suspended for the period during which such force majeure lasts.
- 52.2** For the purpose of this Contract, force majeure shall include, without limitation, wars, insurrections, civil disobediences, riots, earthquakes, storms, floods, acts of God, which is of such nature as to delay, curtail or prevent timely action by either party.
- 52.3** Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72(seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as a satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.
- 52.4** Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.

- 52.5** If works are suspended by the force majeure conditions lasting for more than two months, the Purchaser shall have the option to cancel, rescind this Contract in whole or part thereof, at its discretion.

53.0 SETTLEMENT OF DISPUTES

- 53.1** A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 53.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.

- 53.2** No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

53.3 Arbitration

Except as otherwise provided in Clause 36.1 herein before, all dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Corporation, in relation to or in connection with the Contract, shall be referred to arbitration in the manner provided as hereunder:

- 53.3.1** On receipt of such notice, the Purchaser shall send to the Contractor a panel of three persons and thereafter the Contractor within fifteen (15) days of receipt of such panel, communicate to the Purchaser the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Engineer In-Charge of the Corporation.
- 53.3.2** Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Purchaser then after the expiry of the aforesaid stipulated period, the Engineer-in Charge shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.
- 53.3.3** The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Purchaser shall appoint another person to act as Sole Arbitrator in the same manner as provided in clause 53.3.2 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 53.3.4** The award of the Arbitrator shall be final and binding on both parties to the Contract. The Arbitrator's fees, as well as the cost of Arbitration proceedings shall be borne equally by either party.
- 53.3.5** Irrespective of the amount of claim, the Arbitrator shall give reasons for the award.

- 53.3.6 Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.
- 53.3.7 The venue of the arbitration proceedings shall be in Delhi or any other suitable and convenient place in India as may be decided by the Learned Arbitrator.
- 53.3.8 The Language of arbitration proceedings and of all documents and communications between the parties shall be English.

53.4 Notwithstanding any reference to the Arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree to the contrary.
- (b) the Purchaser shall pay the Contractor any moneys due to the Contractor.

54.0 COURT OF COMPETENT JURISDICTION

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

55.0 CONSTRUCTION OF CONTRACT

- 55.1 The Contract shall in all respects be construed and operated, as a Contract as defined in The Indian Contracts Act 1872.

56.0 BREACH OF CONTRACT

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

57.0 MARGINAL NOTES AND CAPTIONS

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

58.0 ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE PURCHASER

- 58.1 For all purposes of the Contract, including arbitration there under, the address of the Contractor mentioned in the bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by separate letter containing no other communications and

sent by registered post acknowledgement to the Purchaser/ Engineer In-Charge. The Contractor shall be solely responsible for the consequence of an omission committed on his part to notify a change of address in the manner aforesaid.

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

59.0 CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL

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

ANNEXURE-I**AGREEMENT**

This AGREEMENT is made on the day of BETWEEN

- (1) NHPC Ltd., a corporation incorporated under the laws of INDIA and having its principle place of business at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003, HARYANA (hereinafter called "the Employer"), and which expression shall include its permitted successors and assigns.
- (2) M/s and having registered office at (herein after referred to as 'The Contractor') which expression shall include the permitted successors and assigns.

"WHEREAS the Employer is desirous of (hereinafter called 'Works') and have invited enquiries vide for the purpose of the work.

AND WHEREAS the contractor has submitted its tender AND WHEREAS the Employer has accepted the tender of the contractor and execution of the said work upon the terms and subject to the conditions herein after mentioned below in the agreement.

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

- | | | | |
|------|-----------|---|---|
| i) | Volume-1 | : | Contract Agreement, Letter of Award & Schedule of Quantities & Prices, and Integrity Pact |
| ii) | Volume -2 | : | General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) |
| iii) | Volume-3 | : | Technical Specifications, Technical Data Sheets and Drawings |

AND WHEREAS the Employer has accepted the tender of the Contractor and the execution of the said work for the sums as per Schedule of Quantities and Prices contained in the Volume-1 upon the terms and subject to the conditions hereinafter mentioned and more particularly described in Volume-1 to 3 respectively which shall form integral part of this Contract (hereinafter to be collectively referred to as 'Contract Documents').



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

That is to say, in consideration of the payments to be made to the Contractor by the Employer as hereinafter mentioned, the Contractor shall duly provide the plant for the said works and shall do and perform all other works and things in the contract mentioned or described which are implied there from or herein respectively or may be reasonably necessary for the completion of the said work within and at the times and in the manner and subject to the terms & conditions and stipulations mentioned in the said contract document.

AND in consideration of the due provision and satisfactory Supply, Installation, Commissioning and Completion of the said works and the maintenance thereof as aforesaid, the Employer will pay to the Contractor the sums as per the Schedule of Quantities and Prices contained in Volume-1 or such other as may become payable to the Contractor under the provisions of this Contract, such payment to be made in time and in such manner as is provided by the Contract.

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

(For and on behalf of
the Contractor)

(For and on behalf of
the Employer)

In the presence of

In the presence of

1.

1.



ANNEXURE – II

Performance Guarantee Form

Bank Guarantee

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

Bank Guarantee No.

Date

To,

[Employer's Name & Address]

Dear Sirs,

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

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



consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till[days/month/year] whichever is earlier.

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

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s(name of contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed
- ii) This Bank Guarantee shall be valid up to
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before@.....

Dated this..... day of 200..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)



.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

Attorney as per Power
of Attorney No.
Dated.....

.....
(Name)

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes: 1. (*) This sum shall be ten percent (10%) of the Contract Price
denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the Defects liability period
as specified in the Contract.

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

3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.

SPECIAL CONDITIONS OF CONTRACT (SCC)**1. GENERAL:**

These Special Conditions of Contract shall be read and construed along with the General Conditions of Contract (Section-I) and in case of any conflict or inconsistency, between these Special Conditions of Contract and General Conditions of Contract; provisions of these Special Conditions contained herein shall prevail.

2. SCOPE OF WORK:

NHPC intends to develop a Server Rack Infrastructure at its Corporate Office in Faridabad which will be primarily used for running and maintaining of various IT applications being used for own purposes. This facility is being proposed on the space earmarked on the second floor of the Neer Shakti Sadan of NHPC Office Complex. The facility shall be developed for 10 integrated racks. The detail of Scope of Work (SoW) is as per Annexure-A to the SCC.

Note: The Scope of Work (SoW) mentioned in the tender is indicative and may not be exhaustive in any manner. The bidder shall be assumed to have accounted for best current practices, all services and equipments necessary for the establishment of the server room as per actual site conditions. The layout of NHPC Server room is attached to Annexure-X of Section-III. Before bidding, the prospective bidders may choose to do the actual site inspection/ visit, if required, in their own interest.

3. COMPLETION OF WORK:

(GCC Clause no. 17.0 is deleted and is replaced as below :)

The complete material/items shall be delivered, installed and integrated in full within 12 weeks from the date of intimation of readiness of site by NHPC. NHPC shall provide site readiness within 02 weeks from the date of issue of LOA (Clause no.1.3 of SoW).

4. PRICES, TAXES AND DUTIES:

The Prices shall be Firm and on F.O.R destination basis i.e. NHPC Corporate Office, Sector-33, Faridabad, Haryana inclusive of charges for packing, handling, forwarding, transportation, insurance and all applicable taxes & duties, including those assessed on the Employer.

- 4.1 Further, the Contract unit rates shall also be after taking into account the Input Tax Credit and other benefits.
- 4.2 Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids (Including on Transportation), shall be mentioned in Price Bid i.e. 'Schedule of Quantities and Prices', and paid accordingly.

- 4.3 All taxes & duties mentioned in the price Bid as per clause 4.2 above shall be paid/ reimbursed against proper invoice as per rules and other relevant documents, if any and restricted to the total amount of Taxes Duties in Price Bid subject to clause 4.4 below. No other taxes and duties shall be payable/ reimbursable by NHPC.

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

- 4.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/ reimbursed against production of documentary evidence.

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

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

- 4.6 The applicable GST on LD/Encashment/Adjustment of PBG & EMD in the nature of penalty, if any shall be on the account of Contractor/ Bidder and same shall be recovered from Contractor/Bidder.

5. TECHNICAL COMPLIANCE:

- Installation of all components/items shall conform to the minimum technical specifications enclosed.
- Firmware and Operating systems of all the items supplied should be as per technical specifications or latest.

6. WARRANTY & ONSITE SUPPORT:

(GCC Clause no. 51.1 is deleted and replaced as below :)

Successful bidder shall provide on-site comprehensive warranty and on-site support for trouble free operation of whole system for at least three(03) year for individual components (Hardware/ Software) after completion of work/commissioning of the complete system (ref. clause 3.0 above). During this period, it will be the responsibility of Successful bidder to provide all supplies and spares necessary for the maintenance of the system. Successful bidder shall also transfer warranty in totality offered by the OEM to NHPC.

Warranty shall include following:

a) Onsite/Online Monitoring: - Successful bidder shall monitor the 'Complete Integrated Rack Infrastructure' onsite/ online to ensure desired quality of service and uptime (Clause no.2 of SOW).

b) Preventive Maintenance:- As per Clause no.2.1 of Scope of Work. In case of failure of Preventive Maintenance as per said Clause, recovery shall be made as per SCC Clause 10 - Liquidated Damages.

c) Breakdown maintenance: - In case of breakdown of system, fault occurs in any component/ item, the same shall be rectified/ replaced within 24 Hrs. from the time of intimation by NHPC (through email/ fax or any other communication media). In case of delay in rectification / restoration of item beyond 24 Hrs. the recovery shall be made as per SCC Clause 10, Liquidated Damages. Dismantling/ servicing/ transportation and re-installation etc. during breakdown maintenance shall be successful bidder's responsibility.

7. PERFORMANCE BANK GUARANTEE

As per Clause no. 4 of General Conditions of Contract (Section-I).

8. INSPECTION & TESTING:

(GCC Clause no. 32.0 is deleted and replaced as below :)

- (i) Physical Inspection of material as per BOQ of Letter of Award shall be carried out by the authorized representative of Engineer-in-charge at the time of receipt of material at site.
- (ii) The technical inspection of all items as per Detail Technical Specification shall be carried out by the authorized representative of Engineer-in-charge during installation & commissioning of material as per LOA.

9. PAYMENT TERMS:

(GCC Clause no. 41.1 is deleted and replaced as below :)

- (a) Payment of 70% of charges for supply of the material (item 1 to 7 of Schedule of Quantity) including 100% taxes, duties and levies, if any, against documentary evidence, shall be released only after receipt of material at NHPC Office, Faridabad on submission of the following documents:-

- Invoice in triplicate.
- Warranty Certificate.
- Delivery Challan.
- Acceptance of Performance Bank Guarantee.
- Inspection report as per 8.0(i) above

- (b) The 10% of the supply of material and 100% of Installation and commissioning charges (item 8 of Schedule of Quantity) including taxes shall be released after submission of following: -

- Certification from Engineer-in-charge of IT&C Division regarding successful completion of work (ref. clause 1.0 of Scope of Work).
- Inspection report as per 8.0(ii) above.

(c) Balance 20% payment of the supply of material shall be released in 6 equal instalments in arrears during the subsequent period of 3 years on submission of following:

- (i) Certificate of satisfactory performance from Engineer-in-Charge and preventive maintenance reports as per clause no. 6 (b) of SCC.
- (ii) Certificate from Engineer in Charge that the Successful bidder had rectified/replaced the faulty component/ item within 24 Hrs. from the time of intimation by NHPC as per clause no. 6 (c) of SCC, if any.

In case of MSE:

- All the payments for the supplies and services rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five (45) 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 of immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India from time to time.

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 (45) days from the receipt of invoice/ bills from the Contractor/ Supplier complete in all respect.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% (eight percent) per annum.

* **Day of Acceptance means** - day of the actual delivery of goods or the rendering of services; where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen (15) days from the date of delivery of the goods or the rendering of services, the day on which such objection is removed by the Supplier

10. LIQUIDATED DAMAGES:

(GCC Clause no. 18.0 is deleted and replaced as below :)

10.1 (i) During Supply and Installation:

- a) If the Successful bidder fails to complete the Supply, installation, testing & commissioning of the scope of work or any part thereof within the prescribed time for completion under Clause 3.0, the Successful bidder shall pay to the Purchaser or shall be deducted from bill, liquidated damages equal to the amount computed @ ½ (half) percent per week or part thereof of the contract

value. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the total contract value.

(ii) During Warranty/Support period:

- b) In case of half yearly up-time of complete Integrated Rack Infrastructure falling below 99.9%, an LD of Rs. 2,500/- per hour downtime or part thereof shall be deducted from balance 20% of supply of material.
- c) In case the preventive maintenance is not done as per Clause 6(b) of SCC, an LD of Rs. 20,000/- per quarter shall be deducted from balance 20% of supply of material.
- d) In case of delay in rectification / restoration of individual item beyond 24 Hrs. as per Clause 6.0 (c) of SCC, the recovery shall be made @Rs5000/- per day from balance 20% of supply of material.
- e) The upper limit of recovery/LD during warranty and support period (b, c & d above) shall be as per actual charges being released for the half year (c of payment terms 9.0 above).

- 10.2** Any GST liability on account of Liquidated damages shall be borne by the Contractor.

11. DOCUMENTATION:

The successful bidder shall supply OEM manuals and documentations related to the product(s) supplied.

12. ENGINEER-IN-CHARGE:

GM (IT), IT & C Division, Corporate Office, NHPC Ltd. Sector-33, Faridabad – 121003 (Haryana) or his authorized representative, shall act and represent NHPC at all time during the currency for order.

13. CONSIGNEE:

DGM (IT), IT & C (Store), NHPC Ltd. Sector-33, Faridabad – 121 003 (Haryana), or his authorized representative shall be the Consignee.

14. PAYING AUTHORITY:

GM (Fin- Misc. Bills), Finance Division, NHPC Ltd. Sector-33, Faridabad

15. SETTLEMENT OF DISPUTE:

- 15.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 15.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, shall be settled by arbitration in accordance with **International Centre for Alternate Dispute Resolution (ICADR), New Delhi.**

The cost and expenses of Arbitration proceedings will be borne by each party as per terms of the named Institution in the Contract. The seat for arbitration shall be New Delhi. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

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

The Arbitral Tribunal shall give a written reasoned Award and the final award by a majority of Arbitrators rendered in writing shall be binding upon the parties.

Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.

In case of Contract with another Public Sector Enterprises and Central Government Departments(s) following Arbitration clause shall be applicable:

Any dispute in respect of which the Engineer In-Charge's decision (if any) has not become final and binding shall be finally settled in terms of Office Memorandum F No. 4 (1)/2013-DPE(PMA)/FTS/1835 dated 11.04.2017 of the DPE or as amended from time to time. Unless otherwise agreed by both Parties.

In the event of any dispute or difference relating to the interpretation and application, of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law-Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law-Secretary or the Special Secretary/ Additional Secretary, when so authorised by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

15.3 Notwithstanding any reference to the Arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

(b) the Employer shall pay to the Contractor any money due to the Contractor.

16. ORDER OF PRECEDENCE:

In the event of any ambiguity or conflict between the conditions/ sections of Contract Document, the order of preference shall be the order in which the conditions/ sections listed below:

- i) Letter of Award and Schedule of Quantities & Prices
- ii) Special Conditions of Contract
- iii) Detailed Technical Specifications
- iv) General Conditions of Contract
- v) Any other Document

17. Social Accountability 8000 Compliance:

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

18. NHPC's Bank Details for preparation of Bank Guarantees:

Bank Account No.	00000010813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0009996
Branch Address	Corporate Accounts Group Branch, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001

19. The GSTIN along with relevant details for NHPC Limited has been indicated below for your ready reference.

Name of Project/Unit	: Corporate Office, NHPC Limited
Address of Principal place of business/	: Sector-33, Faridabad
Additional place of business	
State	: Haryana
State Code	: HR
GSTIN	: 06AAACN0149C1Z3
Principal place of business for the purpose of GST	: Sector-33, Faridabad

ANNEXURE-A of SECTION-II (SCC)**SCOPE OF WORK (SOW)****General:**

NHPC intends to develop a Server Rack Infrastructure at its Corporate Office in Faridabad which will be primarily used for running and maintaining of various IT applications being used for own purposes. This facility is being proposed on the space earmarked on the second floor of the Neer Shakti Sadan of NHPC Office Complex. The facility shall be developed for 10 integrated racks.

1. The overall Scope of Work (SOW)

The overall Scope of Work (SoW) for the successful bidder includes the following.

- Supply, installation and setting up of the necessary Infrastructure (Integrated Racks, UPS, Precision Air-Conditioning System, Access Control, Rodent Management, Fire Detection and Suppression System, Power & Network Cabling etc.) as per Bill of Quantity and their respective Minimum Technical Specifications.
- Three (3) year comprehensive warranty and on-site support of all the equipments and components supplied in setting up the infrastructure in the proposed Server room from the date of commissioning.

The successful Bidder shall build NHPC Server room & maintain the same for a period of 3 years from the date of successful completion of supply, erection, installation, commissioning and Final Acceptance Test.

1.1 Scope of Supply and Installation:

- The Scope of work includes supply, delivery at site, unloading, handling, proper storage at site, installation, testing and commissioning at site of intelligent integrated Data Centre Rack infrastructure as detailed in the specifications, complete with all accessories required for efficient and trouble free operations and the Detailed Specification of the Intelligent Integrated Data Centre shall adhere to TIA-942 standard.
- The detail specifications of the intelligent integrated Rack infrastructure shall be in adherence to Data Centre guidelines & thus shall be composed of redundant power and cooling Units.
- The Intelligent Integrated Rack Infrastructure shall include redundant UPS and precision air conditioning; environmental controls (e.g. fire detection and suppression, Water leak detection, humidity sensor etc.), security devices, monitoring & alert devices etc. Precision Air-conditioning system will have N+1 topology and UPS will have N+N topology.
- The Intelligent integrated rack infrastructure shall be having foot print approximately 18 Sq. Mtr. having 10 nos. of Racks for housing IT equipments.
- The Intelligent integrated rack infrastructure shall provide single point of service.
- Scope of work also includes various Electrical erection works like laying of electrical cable for raw power input, laying of network cables, battery bank

installation, cooling outdoor unit installation and piping, cable tray installation etc.

- All the installation works shall be carried out as per OEM guidelines and prevailing best practices.
- Precision cooling system of 40 KW capacity in N+1 configuration. Cooling system shall maintain integrated rack temperature at 22+/- 1°C. Cooling system should be of variable capacity with automatic adjustment of cooling as per IT equipment load.
- Mounting structure for outdoor cooling units shall be fabricated & commissioned by the successful bidder.
- IT equipment load per rack is to be considered as 4 KW.
- Integrated rack infrastructure shall have integrated cooling, VESDA, rodent repellent, Fire suppression, biometric access control system, intelligent rack PDU, IP based monitoring system, water leakage detection system, electrical panels for power distribution.
- Monitoring system shall provide various alarms based on environmental conditions, rack door position, CCTV camera motion detection and server room's emergency exit door position.
- Thermal containment and insulation of the integrated racks should be proper to avoid any cooling loss.
- There should be provision for addition of racks in integrated rack infrastructure in future.
- UPS and Cooling Unit & their accessories should confirm to the specifications of respective OEM's.
- Electrical Cables for input connection of UPS and cooling units, cables for UPS output/ rack input shall be of requisite size and make as recommended by Integrated Rack/ UPS OEM.
- Mounting frame for UPS batteries as per site conditions shall be provided by the bidder.
- Successful bidder shall lay 02 nos. optical fibre trunk cables MPO-MPO (400 mtr length) between old building basement server room or any other appropriate location and New building 2nd floor server room in HDPE pipe. Road cutting, digging etc. as required shall be done by the successful bidder and NHPC site shall be restored as per original after completion of work.
- Audio/ Visual Alarms from Fire alarm panel for battery room as well as Integrated Racks shall have to be extended up to NHPC building BMS room on basement (-1) of Neer Shakti Sadan.
- Successful bidder shall dismantle, shift all the IT equipments (Server, Switch etc.) installed in old building basement server room and install the same in new server room as per directions of Engineer-In-Charge.
- Successful bidder shall take due care for safe shifting and reinstallation of the equipments and in case of any damage to the equipment due to mis-handling or negligence, successful bidder shall repair/ replace the equipment with same or higher configuration equipment at his own cost as directed by Engineer-In-Charge.
- Earthing copper strip shall be laid up to server room through existing raceway/shaft/ wall with proper clamping arrangement.

- Earth pit shall be covered with RCC cover and site shall be leveled properly.
- All electrical cables, pipes, network cables etc. shall be laid in conduits with proper clamping arrangements, properly terminated using terminal blocks/thimbles and clearly marked at both the ends.
- All cables, connectors, fixtures and other essential accessories which are required for complete installation/ commissioning of the system are to be supplied by the successful bidder as per Technical Specifications and layouts. Any additional component/ interface cable/ convertor/ accessory etc. not mentioned in the Schedule of Quantity, if required for making the system fully operational for intended use shall be supplied by the successful bidder without any additional cost.
- All the items are to be installed aesthetically on ceiling/ wall and racks as applicable.
- Any other work related to dressing like crimping, punching, shifting/relocation etc. which is not specified in scope of work and required during the execution of the work shall be done by successful bidder without any additional cost.
- Putting number strip on Jack Panel, LIU and marker ties with numbering at both ends of patch cord in sequential manner is to be done (dressing & cabling with labels).
- The successful bidder shall provide labor and material for installation of the above.
- After installation, NHPC site shall be restored as per original.

1.2 Critical Components

- Racks
- Cooling system
- UPS system
- Rack PDU

1.3 Readiness of Site

NHPC shall provide the server room with required floor strengthening, false ceiling, partition for battery room, comfort cooling for server and battery room, lighting in the rooms, space for earth pits and outdoor units, shaft for laying of cooling pipes.

Raw power connection has to be drawn by successful bidder from adjacent electrical room. Connection has to be taken from Schneider I-LINE busbar trunking system installed in Electrical room.

The provision of basic resources like water, electricity etc for installation/ integration of the system shall be the responsibility of NHPC.

1.4 Testing and Commissioning

Commissioning shall involve the completion of the supply and installation of the required components and making the server room available to NHPC for carrying out live Operations and getting the acceptance of the same from the NHPC.

Testing and Commissioning shall be carried out before the commencement of Operations.

- It should be noted that the successful bidder has to arrange all the necessary equipments / tools / other resources / manpower etc., which are required for carrying out such testing by the NHPC. Cost of such items shall be borne by the successful bidder itself.
- All the features, operation of various equipments shall be tested for at least 15 days. Successful bidder shall demonstrate the various features and tests as per OEM documentation.

1.5 Documentation

The successful bidder should provide documentation, which follows the ITIL/ISO20000 (Information Technology Infrastructure Library / ITSM) standards. This documentation should be submitted as the project undergoes various stages of implementation.

Indicative list of documents include:

- **Project Commencement:** Project Plan in giving out micro level activities with milestones & deadlines
- **Delivery of Material:** Original Manuals from OEMs.
- **Training:** Training Material will be provided which will include the presentations/demo used for trainings and also the required relevant documents for the topics being covered.
- **Process documentation:** The successful bidder shall be responsible for preparing process documentation related to the operation and maintenance of each and every component of the server room. The prepared process document shall be formally signed off by NHPC before completion of final acceptance test.
 - The successful bidder shall document all the installation and commissioning procedures and provide the same to the NHPC within one week of the commissioning of server room.
 - The successful bidder shall submit a complete set of Floor Layout Drawings, Monitoring System components, Single Line diagram, a complete cabling system layout (as installed), including cable routing, telecommunication closets and telecommunication outlet/ connector designations etc. The layout shall detail locations of all components and indicate all wiring pathways.
 - The successful bidder shall be responsible for documenting configuration of all devices and keeping back up of all configuration files, so as to enable quick recovery in case of failure of devices.
- **Statutory Certificates/permission:** The successful bidder shall obtain on behalf of NHPC, all the requisite statutory certifications/permissions, if any, for the installation and commissioning of the 'Intelligent Integrated Rack Infrastructure.

2. Onsite support & Maintenance and LD:

Successful bidder shall provide comprehensive warranty and on-site support for all the components supplied under this contract for a period mentioned in scope of work. Successful bidder shall ensure 99.9% uptime (calculated half yearly) of 'complete Integrated Rack Infrastructure'. Spares and consumables (including UPS batteries) as required for ensuring 99.9% availability shall be arranged by the successful bidder. In case of failure in maintaining 99.9% availability liquidated damages shall be deducted as per Clause-10 of SCC.

2.1 Maintenance Activities

The successful bidder has to carry out the Preventive & Reactive maintenance of complete Integrated Rack infrastructure/ components. This includes carrying out the necessary repairs and replacement of parts wherever needed. Such preventive maintenance shall not be carried out during the normal office Hours (i.e. 9am to 6pm on weekdays) of NHPC operations. The successful bidder needs to maintain the Log Book for such preventive and reactive maintenance activities. For Scheduled and Preventive Maintenance by the successful bidder for the Hardware /or Software /or Active /or Passive shall be done with prior written intimation to NHPC at least 72 hours in advance and undertake the activity with written consent of NHPC. Preventive Maintenance should be carried out at least once in every quarter, which includes minimum:

- i. Checking for any loose contacts in the cables & connections for the respective infrastructure and equipment.
- ii. Run diagnostics tests on respective infrastructure and equipment.
- iii. Ensuring that firmware/software of various components of integrated rack infrastructure are latest/up to date.
- iv. Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
- v. Ensuring that wiring is done as per the standard.
- vi. Ensuring that wiring diagrams are updated, whenever there are modifications.
- vii. Ensuring the management of rack space as needed.
- viii. Ensuring that all Software, Tools (CD / DVD), OEM Documentation (Knowledge base), NHPC documentation (with Manuals), disks and other media are kept properly labelled and organized in Catalogue.
- ix. Carrying out and verifying back-ups consistency on regular interval.
- x. Checking and listing all wear and tear of the equipment and site environment.
- xi. Ensuring no flammable material is present.
- xii. Clearing up of any unnecessary items or Spares.
- xiii. Configuration of intelligent integrated Data Centre Rack infrastructure and associated system, and fine tuning of various parameters for optimum performance of the system from time to time.
- xiv. Any other assistance/work/activity required for smooth operation of intelligent integrated Data Centre Rack infrastructure and associated system.

TECHNICAL COMPLIANCE SHEET
MINIMUM TECHNICAL SPECIFICATIONS

Schedule: A - Integrated Rack Infrastructure

Schedule	Description of Item	Offered Make & Model	Compliance (Y/N)
Schedule-A	Integrated Rack Infrastructure		
1. General Requirements:			
i	Integrated Rack Data Centre Solution suitable for 40 KVA IT load distributed in 8 Server Racks & 2 Network Racks Integrated with Suitable redundant Cooling units, Fire detection & Suppression and Monitoring system. Integrated Rack infrastructure of 10 racks should have footprint of maximum 9.2m x 2m.		
ii	Integrated racks, precision cooling units, monitoring system and rack PDU should be from single OEM, who shall be responsible for overall design and optimum functioning of integrated rack infrastructure including UPS. A certificate/ undertaking in this regard shall be submitted from OEM.		
iii	The detail specifications of the intelligent integrated/inbuilt infrastructure, standalone system shall be in adherence to standard Data Centre guidelines thus shall be composed of multiple active power and cooling distribution paths.		
iv	Solution should be modular and scalable. All the critical components should have redundancy. It shall include internal environmental controls, fire detection & suppression, water leak detection, temperature, humidity sensors and security devices.		
2	Precision Cooling System:	Offered Make & Model	Compliance (Y/N)
i	Cooling System should be DX (Variable) type In-Row closed loop precision cooling system of 40 kW capacity with N+1 redundancy of cooling units.		
ii	Inbuilt Humidifier to cater IT load up to 40kW		
iii	Cooling system must provide rated cooling load at 45° C Ambient temperature		
iv	Cooling sytem should be designed for high sensible heat ratio with variable cooling technique to match the low latent load of system and should provide effective and uniform distribution of cooling from 1U to 42U.		
v	Each compressor should be equipped with preset hogh and low pressure switches for protection against high condensing and low evaporating temperatures.		
vi	Cooling units shall utilize R410a cooling medium.		
vii	Power cable for cooling outdoor unit shall be OEM recommended cable of requisite size & length.		

viii	Each cooling unit should have EC direct drive fan modules.		
ix	The cooling units should be powder painted with insulation and protection against corrosion. The unit should be front and rear accessible for maintenance.		
x	The microprocessor based controllers for cooling units should be networked for optimum performance with monitoring of rack temperature.		
xi	The controller should have ability to be monitored over LAN through SNMP or HTTP capabilities.		
xii	The cooling system should have condenser and humidifier complete with water inlet valve.		
xiii	Insulated refrigerant piping with stand and accessories from indoor unit to outdoor unit on roof (piping length approx 30mtr/unit)		
3	Integrated Racks	Offered Make & Model	Compliance (Y/N)
i	42U size 600mm Server Rack with front glass door with comfort handle, lock insert, Top cover with cutout with cover plate for cable entry.		
ii	42U size 800mm Network Rack with front glass door with comfort handle, lock insert, Top cover with cutout with cover plate for cable entry.		
iii	42U racks should have load carrying capacity up to 1000 Kgs.		
iv	The hot and cold aisle containment shall be part of integrated rack infrastructure and should be of same OEM.		
v	Blanking panels for 70% rack space.		
vi	Horizontal & vertical cable management system on front and back sides of integrated rack infrastructure. Plastic duct for cable routing between racks.		
vii	Thermal shielding & insulation for integrated rack infrastructure.		
viii	Biometric access control system for integrated rack infrastructure front doors.		
ix	LED lights for integrated racks.		
x	Earth Rail and straps for integrated rack infrastructure.		
xi	Automatic rear door opening/ ventilation system operation in case of high temperature.		
4	Power Distribution System	Offered Make & Model	Compliance (Y/N)
i	Intelligent rack PDU 32A, 230V with PDU level monitoring with 18 nos. IEC C13, 4 nos. IEC C19 sockets with power cord plug and socket for PDU input.		
ii	2 nos. 5x15 Amp Indian socket PDU, with power cord, plug and socket for PDU input.		

5	Raw Power Distribution Panel	Offered Make & Model	Compliance (Y/N)
i	Raw Power Distribution panel should have provision for distribution of electrical power to UPS, cooling units as per OEM design with spare MCBs.		
ii	Busbar should be copper busbar		
iii	Power rating should be designed considering the load of equipments.		
iv	Complete single line diagram should be got approved from Engineer-In-Charge before start of work.		
6	Fire Detection and Suppression System	Offered Make & Model	Compliance (Y/N)
i	Integrated rack solution should have integrated fire detection, VESDA system and suppression system.		
ii	Fire suppression agent shall be Novec 1230 gas as per NFPA 2001 guidelines.		
iii	The entire enclosed volume of the rack containment should be protected with fire detection and suppression system.		
7	Access Control System	Offered Make & Model	Compliance (Y/N)
i	Biometric access control system shall be deployed for access of integrated rack infrastructure to authorized persons only.		
ii	Record, report and archive each and every activity with log formats.		
iii	Fail safe operation in case of no-power condition and abnormal conditions such as fire, loss of access control etc.		
iv	4 nos. full HD CCTV cameras, cameras should support motion detection.		
v	4 channel DVR (1 TB hard disk space) for recording.		
8	Environmental Controls	Offered Make & Model	Compliance (Y/N)
i	Very Early Smoke detectors for integrated racks.		
ii	Water leak detection system for integrated racks.		
iii	Temperature/ Humidity sensor		
iv	Door sensor		
v	Alarm Beacon		
vi	Rodent Repellant system for integrated rack infrastructure		

9	Monitoring System	Offered Make & Model	Compliance (Y/N)
i	Integrated rack infrastructure shall have IP based monitoring system for all the rack parameters with sensors and notification system.		
ii	Email and SMS alert notifications based on preset parameters (including GSM modem)		
iii	The system shall continuously collects critical information from network connected devices such as UPS system, Cooling Units , temperature & humidity sensors, Door sensors, Water Leak sensor and other dry contact monitoring.		
10	Installation		
i	The entire system shall be installed and commissioned as per OEM recommendations & instructions including all interconnections for supply and control circuit.		

Schedule: B - 40 KVA UPS

Schedule	Description of Item	Offered Make & Model	Compliance (Y/N)
Schedule B	40 KVA UPS		
S.N.	Description	Compliance (Y/N)	
i	Design, Installation, testing and commissioning of Rack/frame mountable 40 KVA UPS.		
ii	UPS should be solid state Double Conversion IGBT based on-line UPS with >94% efficiency		
iii	Input Voltage: 3 phase 415V AC		
iv	Input Voltage range: 360V-478V AC		
v	Input frequency range: 40 Hz to 70 Hz		
vi	Input Power factor at full load >0.99		
vii	Output Voltage: 415V (3-phase)/230V (1-phase)		
viii	Output Voltage Regulation: <+/- 1%		
ix	Output Voltage distortion: <2% THD for 100% linear loads		
x	Output frequency: 50 Hz		
xi	Pure sine wave output waveform		
xii	Power factor: 0.9 lagging		
xiii	Crest Factor: 3:1		
xiv	Over load capacity: 125% for 5 minutes with automatic transfer to		

	bypass	
xv	Should have static bypass facility.	
xvi	Battery Bank: 12 V SMF battery bank for 15 minute backup on each UPS (each battery minimum 65 AH)	
xvii	Battery Protection: Short circuit, over voltage, under voltage protection.	
xviii	Mounting: Rack Mounting (Size Maximum 10U) shall be installed on Server rack. (if UPS size is more than 10U, OEM rack/ mounting frame should be supplied with UPS for mounting)	
xix	Operating Temperature: 0 to 45 ° C	
xx	Relative Humidity: 95%	
xxi	Protection: IP 20	
xxii	Monitoring: SNMP based	
xxiii	UPS output distribution panel shall be provided for distribution of UPS power to Network, Server racks & other auxiliaries of integrated rack infrastructure	
xxiv	Power cable for input of UPS shall be OEM recommended cable of requisite size and length	
xxv	Power distribution to Network & Server racks shall be through 32A DP MCBs.	
xxvi	Panel should at least 10% spare MCB's for each category (rating) of MCB.	

Schedule: C- Access Control System

S.N.	Description of Item	Offered Make & Model	Compliance (Y/N)
Schedule: C	Access Control System		
1	Biometric Access Control System:		
i	Fingerprint based biometric system for physical access control.		
ii	Access control system should support 2 access points (1 IN & 1 OUT)		
iii	The software package shall download the biometric data (upto 1000 users) to the access panel over the network and this information shall be stored on the panel.		
iv	In case of communication failure between controller and access panel, minimum 1000 events should be stored in panels buffer. Upon restoration of communication all event data shall be automatically uploaded to the controller.		
2	Biometric Fingerprint Identification Reader	Offered Make & Model	Compliance (Y/N)
i	Biometric reader should store minimum 1000 templates.		
ii	System should have fail safe operation in case of no power condition		

	and abnormal conditions such as fire, loss of access control etc.		
iii	System should include IN and OUT controller for double leaf door.		
3	Electromagnetic Lock for Double Leaf Door	Offered Make & Model	Compliance (Y/N)
i	Electromagnetic door closer for double leaf door (IN & OUT).		
ii	Access control system should have provision of monitoring of Emergency Exit door with Alarm generation facility.		
4	Fire Rated Door	Offered Make & Model	Compliance (Y/N)
i	Door size 1500 x 2100 mm		
ii	Providing of 60 mm thick double leaf nonmetallic asbestos free, fire /smoke check door shutters of 2 hour fire rating, as per manufacturers specifications with overall size as per site requirement, including door frame of section 140 x 65mm made out of second class Hard wood of Density 650kg./cumtr (Mirandy wood), and shutter comprising of 2 nos. calcium silicate board each 12 mm thick, fixed overall hardwood internal frame of size 100 x 30mm including sandwiching 25-31mm thick fire resistant insulation filler faced with 3mm thick commercial ply on both the faces and Hard wood lipping all around the shutter with heat activated Intumescent fire seal strip of size 10 mm x 4 mm on all sides except bottom (for smoke sealing).including provision for hardwares , Stainless Steel Dead lock, Door Closer (Heavy Duty), D-type Pull Handle, SS Ball Bearing Hinges, fixing as approved. A glass vision panel (wired) 5 mm thick of size 200 x 300mm should be included. All shutters shall be mounted on door frames with the help of 4 Nos stainless steel ball bearing hinges etc. including frame, painting etc.		

Schedule: D - Rodent Repellent System

S.N.	Description of item	Offered Make & Model	Compliance (Y/N)
1	Rodent Repellent System		
i	Rodent repellent system with compact, safe, environment friendly, non-irritating VHFO pest repellent units.		
ii	It should be non-chemical non toxic device.		
iii	VHFO frequency should be inaudible to humans.		
iv	Microprocessor based console to generate a pattern of ultrasonic waves.		
2	Satellite Units	Offered Make & Model	Compliance (Y/N)
i	It should support minimum 12 satellite units.		

ii	Satellite shall cover an open floor area of approximately 300 Sft and false ceiling area of approximately 150 Sft.	
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Schedule: E - Fire Alarm System for Battery room

S.N.	Description of Item	Offered Make & Model	Compliance (Y/N)
Schedule: E	Fire Alarm System for Battery Room		
1	Fire Alarm System		
i	Addressable or conventional Fire Alarm Panel with LCD display with communication port for BMS and synchronizing with Gas Suppression. The fire alarm control panel shall be microprocessor based using the multiple microprocessors throughout the system providing rapid processing of smoke detector and other initiation device information to control system output functions.		
2	Analogous Addressable Photoelectric Type Multicriteria Detector with Base	Offered Make & Model	Compliance (Y/N)
i	The smoke detector shall be an intelligent digital photoelectric detector with a programmable heat detector. Detectors shall be listed for use as open area protective coverage and shall be insensitive to air velocity changes.		
3	Addressable Fire Alarm Sounder with Strobe	Offered Make & Model	Compliance (Y/N)
i	In case of fire, the fire alarm panel shall provide signal/alarm for operation of fire alarm sounders, Access control system, Building BMS etc. (total 8 devices).		
ii	Audio/Visual alarm from fire alarm system shall be extended upto building BMS room on basement of office building.		

Schedule: F - Electrical Works

S.N.	Description	Offered Make & Model	Compliance (Y/N)
Schedule: F	Electrical Works		
1	Power Cables		
i	All Power Cables shall be 1100 V grade, FRLS copper Conductor cables conforming to IS codes		
ii	All equipments, materials and electrical system shall in general confirm to the latest edition of relevant national standards.		

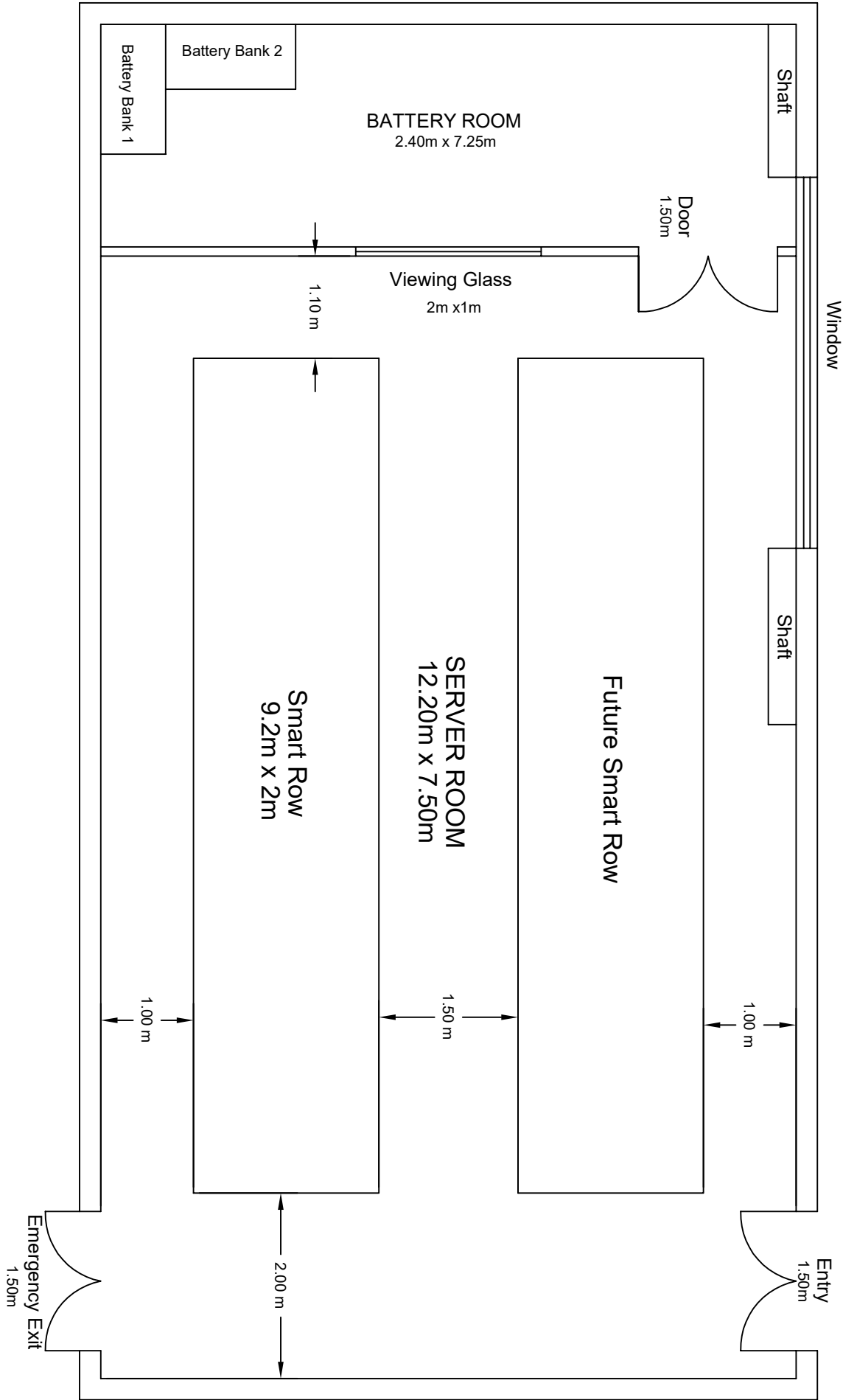
2	Cable Trays	Offered Make & Model	Compliance (Y/N)
i	Pre-fabricated GI MS cable Tray 300X40 mm, 1.6mm thickness with support arrangement and accessories shall be assembled & erected at site as per instructions of manufacturer. Cable trays shall be supported using anchor fasteners on wall/ceiling surfaces by suitable anchoring system having adequate load bearing capability.		
ii	All tray runs shall be installed parallel to the trench/building walls and floors except otherwise required.		
iii	As far as practicable, cable trays shall be supported from one side only in order to facilitate installation and maintenance of cables from the other side.		
iv	The cable trays shall be supported in general at a span of 1.5 meters horizontally and at a distance of 1.0 meter vertically.		
v	Sufficient spacing not less than 250 mm shall be provided between trays and maintained to permit adequate access for installing and maintaining the cables.		
vi	Cable Tag & Marker: Each cable shall be tagged with numbers that appear in the cable schedule.		
3	Protective Earthing	Offered Make & Model	Compliance (Y/N)
i	Supply, installation & testing and commissioning of Chemical Earth pits of FAST EARTH ELECTRODE-COPPER with Chamber and cover.		
ii	Earthing system shall be in accordance with IS: 3043-1966 Code of Practice for Earthing.		
iii	Earthing shall be chemical copper earthing with copper strips upto server & battery room		
iv	The resistance of each earth station should not exceed 1 ohm		

Schedule: G - Passive Cabling Works

S.N.	Description	Offered Make & Model	Compliance (Y/N)
1	Supply & Installation of Cat 6A 1U fully loaded Patch Panels for accommodating 24 port termination and shall facilitate cross-connection and inter-connection using modular patch cords and shall conform to EIA standard, 19-inch rack mounting requirements. Panel shall have label holders and designation labels as part of the standard device, complete with cable manager.		
2	CAT6A Patch Panel shall have IDC Connectivity at rear end & RJ-45 jack on front panel.		
3	CAT6A TIA UTP cable 4 pair, 23 AWG cable, UL verified.		

4	<p>Optical fibre trunk cable MPO-MPO with 12 fibres fully loaded with MPO cassette, LIU and LC connectors.</p> <p>Type: The optical fiber cable used in construction of the optical fiber trunk cables shall contain 12 9/125µm fibers</p> <p>Standard: Trunk Assemblies should comply with the most recent revision of TIA/EIA-568-C.3 and ISO/IEC 11801 standards.</p> <p>MPO cassettes shall house single-mode, 12-fiber break out assemblies.</p> <p>Cassettes shall have 12 LC connectors on the front and One (12-fiber) MPO connections on the back.</p> <p>1U, 19 Inch Drawer Style rack mountable LIU with 3/4 slots for MPO cassettes with mounting bracket.</p>		
5	<p>Optical Fiber duplex patch cords shall comprise of Single Mode (9/125µm) LSZH Fiber</p>		

LAYOUT OF NHPC SERVER ROOM



1.06	Blanking panels for 70% rack space - 1 Lot								
1.07	Horizontal & vertical cable management system for integrated rack infrastructure - 1 Lot								
1.08	Redundant Precision Cooling Systems(40 KW) in n+1 configuration Suitable for IT load with scroll compressor - 1 Lot								
1.09	Insulated refrigerant piping with stand and accessories from indoor unit to outdoor unit on roof (piping length approx 30mtr/unit) - 1 Lot								
1.10	Power cable for outdoor units of requisite size & length - 1 Lot								
1.11	Thermal shielding & insulation for integrated rack infrastructure - 1 Lot								
1.12	Fire Detection system for integrated rack infrastructure - 1 Lot								
1.13	Novec 1230 gas fire suppression system for integrated rack infrastructure - 1 Lot								
1.14	Rodent Repellent system for integrated rack infrastructure - 1 Lot								
1.15	VESDA system for integrated rack infrastructure - 1 Lot								
1.16	Water leak detection system for integrated rack infrastructure - 1 Lot								
1.17	Environment monitoring including humidity and temperature sensors for racks - 1 Lot								
1.18	Biometric access control system for integrated rack infrastructure - 1 Lot								
1.19	Email and SMS alert notifications (including GSM modem) - 1 Lot								
1.20	Beacon for audio alarms - 1 Lot								
1.21	Full HD CCTV cameras with recording for integrated rack infrastructure - 4 Nos.								
1.22	4 channel CCTV DVR with 1TB HDD for recording - 1 No.								
1.23	Integrated IP based monitoring system for integrated rack infrastructure - 1 Lot								
1.24	Earth Rail and straps for integrated rack infrastructure - 1 Lot								
2	(B) UPS System :								
2.01	40 KVA capacity Rack/frame mounted continuous duty, three-phase, solid-state, static Uninterruptible Power system (UPS) with sealed maintenance free battery bank for 15 minutes backup complete with power cables of requisite size & length for input connection and 40 KVA UPS output power distribution units for electrical power distribution to racks and other integrated auxiliaries of Integrated Rack infrastrucur	2.00	Nos				0.00	0.00	INR Zero Only
3	(C) Access Control System :								
3.01	Microprocessor based Access Controller with Door Controller with Power Supply & Battery Charger and network connectivity	1.00	Nos.				0.00	0.00	INR Zero Only
3.02	Biometric fingerprint identification reader. Mountable unit containing Biometric Fingerprint reader	2.00	Nos.				0.00	0.00	INR Zero Only
3.03	Electromagnetic Lock for double leaf door	2.00	Nos.				0.00	0.00	INR Zero Only

3.04	2 hr fire rated double leaf door (1500x2100mm) complete with handles, door closers , air seal, fire rated vision glass etc.	1.00	Nos.				0.00	0.00	INR Zero Only
4	(D) Rodent Repellent System :								
4.01	Master Console capable of connecting to 12 Satellite units complete with all accessories	1.00	Nos.				0.00	0.00	INR Zero Only
4.02	Satellite Units	12.00	Nos.				0.00	0.00	INR Zero Only
4.03	Connecting Cables with 20mm PVC conduit/casing capping	150.00	Mtr				0.00	0.00	INR Zero Only
5	(E) Fire Alarm System :								
5.01	Fire Alarm Control Panel	1.00	Nos.				0.00	0.00	INR Zero Only
5.02	Analogue Addressable Photoelectric type multicriteria detector with base	10.00	Nos.				0.00	0.00	INR Zero Only
5.03	Addressable Fire Alarm Sounder with Strobe	2.00	Nos.				0.00	0.00	INR Zero Only
6	(F) Electrical Works :								
6.01	4 Core 70 sqmm copper cable for mains connection from Mains riser in adjacent electrical room	30.00	Mtr				0.00	0.00	INR Zero Only
6.02	Chemical Copper Earthings complete with copper strips up to Server room	5.00	Nos.				0.00	0.00	INR Zero Only
6.03	300 mm perforated cable tray for electrical cables (300X40mm,1.6mm thickness)	50.00	Mtr				0.00	0.00	INR Zero Only
6.04	300 mm ladder type cable tray for network cables(300X40mm,1.6mm thickness)	50.00	Mtr				0.00	0.00	INR Zero Only
7	(G) Network Works :								
7.01	24 Port fully loaded CAT-6A Patch panels (1U size) with cable manager	32.00	Nos.				0.00	0.00	INR Zero Only
7.02	CAT-6 A UTP cable for interconnection between Server and Network Racks (305m box)	10.00	Nos.				0.00	0.00	INR Zero Only
7.03	Optical Fibre Trunk Cable - MPO-MPO Female, 12-fibre single mode cable including MPO cassette and LIU with LC	2.00	Nos.				0.00	0.00	INR Zero Only
7.04	Optical Fibre Trunk Cable - MPO-MPO Female, 12-fibre single mode cable including MPO cassette and LIU with LC	2.00	Nos.				0.00	0.00	INR Zero Only
7.05	Optical Fibre Trunk Cable - MPO-MPO Female, 12-fibre single mode cable including MPO cassette and LIU with LC	2.00	Nos.				0.00	0.00	INR Zero Only
7.06	7 ft length CAT-6A UTP patch cord	50.00	Nos.				0.00	0.00	INR Zero Only
7.07	1 ft length CAT-6A UTP patch cord	50.00	Nos.				0.00	0.00	INR Zero Only
7.08	3 mtr length LC-LC single mode fibre duplex patch cord	50.00	Nos.				0.00	0.00	INR Zero Only
7.09	3 mtr length LC-SC single mode fibre duplex patch cord	50.00	Nos.				0.00	0.00	INR Zero Only
7.10	3 mtr length SC-SC single mode fibre duplex patch cord	20.00	Nos.				0.00	0.00	INR Zero Only
7.11	10 mtr length LC-LC single mode fibre duplex patch cord	10.00	Nos.				0.00	0.00	INR Zero Only
8	(H) Installation Works :								
8.01	Installation and Commissioning charges for Complete infrastructure including Smart Row, UPS, Cooling and other associated works.	1.00	Lot				0.00	0.00	INR Zero Only
8.02	Dismantling, Shifting and Re-installation of existing IT equipments (Servers/ Router/ Switches/ Firewalls etc) from Jyoti Sadan(old building) server room to New Server room.	1.00	Lot				0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							