



रतले हाइड्रोइलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
RATLE HYDROELECTRIC POWER CORPORATION LIMITED
(A Joint Venture of NHPC and JKSPDC Limited)



**E-TENDER DOCUMENT
FOR
(Domestic Competitive Bidding)**

**Providing Architecture and Structural Consultancy services
for Planning & Design of Residential and non-residential buildings in
Colony Area of Ratle HE Project, Drabshalla, Kishtwar, J&K**

Tender Specification No. : RH/RATLE/P&C/C-019/2022 dt. 20.10.2022

Tender ID : 2022_RHPCL_132762_1

Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar, Pin-182 204 (UT of J&K)

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SECTION - I

NOTICE INVITING TENDER (NIT)

SECTION-I

NOTICE INVITING E-TENDER (NIT)
RATLE HYDROELECTRIC POWER CORPORATION LIMITED
(A Joint Venture of NHPC Limited and JKSPDC Limited)

CIN: U40105JK2021GOI012380

Regd. Office: Room No. 08, Block No. 02, NHPC Regional Office, Commercial Complex No.01,
Narwal Jammu-180006

	RATLE HYDROELECTRIC POWER CORPORATION LIMITED (A Joint Venture of NHPC Limited and JKSPDC Limited)	Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar, Pin-182204 (UT of J&K) CIN: U40105JK2021GOI012380
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Domestic Competitive Bidding
(E-Tendering-Web Notice)

Tender Reference No.: RH/RATLE/P&C/C-019/2022

Dated: 20.10.2022

1. Online bids (e-tender) are invited in single stage- two part bidding basis Cover-I: Technical-bid and Cover-II: Financial Bid for and on behalf of Ratle Hydroelectric Power Corporation Limited (A Joint Venture of NHPC Limited and JKSPDC Limited) *from Shortlisted eligible Sole Bidders* for “**Providing Architecture and Structural Consultancy services for Planning & Design of Residential and non-residential buildings in Colony Area of 850 MW Ratle HE Project, Drabshalla, Kishtwar, J&K**” on *Limited Tender Basis*.

Complete Bid Documents/Tender Document can be viewed and downloaded from Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app>. The site can also be viewed through “CPP Portal” corner (under tab “Tenders & Bids”) of RHPC Limited website www.rhpcindia.com. Any Bidder who wishes to quote for this Tender can download the Tender Document from Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app> after online Bidder registration for e-tendering.

The brief details of the tender are as under:

Sl. No.	Item	Description
i)	Mode of tendering	e-Procurement System (Limited Tender Basis) Cover-I: Online Techno-Commercial Bid Cover-II: Price Bid
ii)	Tender ID No.	2022 RHPCL 132762 1
iii)	Tender reference No	RH/RATLE/P&C/C-019/2022

iv)	Estimated Cost of the work	₹50,00,000/- (Rupees Fifty Lakh Only) excluding GST.
v)	Cost of bid document	Not Applicable
vi)	Bid Security (Earnest Money)	NIL
vii)	Period of Bid Validity	120 days (Reckoned from the last date of submission of online bid)
viii)	Completion Period	As per Schedule of Services Clause 7.0 of SCC
ix)	Tender inviting Authority	Group Sr. Manager (E), P&C division, Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar (UT of J&K), Pin-182204 Phone: 01995 – 295184, E-mail: pnc-rhpcl@nhpc.nic.in

The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Publishing Date & Time	20.10.2022 (1630 Hrs.)
ii)	Document Download Start Date & Time	20.10.2022 (1630 Hrs.)
iii)	Pre bid meeting Date & Time	Not Applicable
iv)	Bid Submission Start Date & Time	20.10.2022 (1630 Hrs.)
v)	Online Bid Submission Closing Date & Time	04.11.2022 (1630 Hrs.)
vi)	Offline submission closing (address, date & time)	Address: O/o Group Sr. Manager (E), P&C division, Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar (UT of J&K), Pin-182204 Date & time : 07.11.2022 (1500Hrs)
vii)	Online Bid Opening of Technical Bid (Cover-I)	Venue: Procurement & Contracts Division, Ratle HE Project, Shalimar Colony, Distt. Kishtwar (UT of J&K). Date & time : 07.11.2022 (1700 Hrs)
viii)	Price bid Opening (Cover-II)	Venue, Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive

3. Eligible Bidder

- 3.1 Bids from those Bidders to whom the Tender documents have not been issued by the Employer, will not be considered.
- 3.2 Bidder shall not have been banned/ de-listed/ black listed/ de-barred as on the date of submission of bid from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings. Self-declaration in this regard is to be submitted as per the enclosed Proforma.

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

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

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

Successful bidder shall execute Integrity Pact on non-judicial stamp paper of appropriate value as part of Contract Agreement.

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

9. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Employer, shall be in the English language.
10. The employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidder(s). However, the Bidder(s) who wish to seek reasons for such decision of cancellation/rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.

(For & on behalf of RHPC Limited)

Group Sr. Manager (E), P&C division,
Ratle HE Project,
Office Complex, Shalimar Colony,
Distt. Kishtwar (UT of J&K),
Pin-182 204
Phone: 01995 – 295184,
E-mail: pnc-rhpc1@nhpc.nic.in

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

- 1.1.** Online bids (e-tender) are invited in single stage- two part bidding basis Cover-I: Technical-bid and Cover-II: Financial Bid for and on behalf of Ratle Hydroelectric Power Corporation Limited (A Joint Venture of NHPC Limited and JKSPDC Limited) *from Shortlisted eligible Sole Bidders* for “**Providing Architecture and Structural Consultancy services for Planning & Design of Residential and non-residential buildings in Colony Area of 850 MW Ratle HE Project, Drabshalla, Kishtwar, J&K**” on **Limited Tender Basis**.

Complete Bid Documents/Tender Document can be viewed and downloaded from Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app>. The site can also be viewed through “CPP Portal” corner (under tab “Tenders & Bids”) of RHPC Limited website www.rhpcindia.com. Any Bidder who wishes to quote for this Tender can download the Tender Document from Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app> after online Bidder registration for e-tendering.

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

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

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

1.4. Instructions for online bid submission:

The Techno-commercial Bid and Price Bid to be submitted on-line at Central Public Procurement e-Portal <https://etenders.gov.in/eprocure/app>. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1.4.1 Registration:

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**

- ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that Page they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

1.4.2 Searching for Tender documents:

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

1.4.3 Preparation of Bids:

Technical Bid and Price Bid to be submitted on-line at https://etenders.gov.in/eprocure/app_

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

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

- ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- v) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” or “Other Important Documents” area as per tender requirements while submitting the bid, and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

1.4.4 Submission of Bids:

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

- i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- ii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- iii) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iv) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- v) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

- vi) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Bill of Quantities, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file.. If the template of Bill of Quantities file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected.

- vii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- viii) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- ix) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- x) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

1.4.5 ASSISTANCE TO BIDDERS:

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

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

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

2. Eligible Bidder:

- 2.1 Bids from those Bidders to whom the Tender documents have not been issued by the Employer, will not be considered.

- 2.2 Bidder shall not have been banned/ de-listed/ black listed/ de-barred as on the date of submission of bid from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings. Self-declaration in this regard is to be submitted as per the enclosed Proforma.
- 2.3 The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Proforma (enclosed in forms and procedure) is a basic qualifying requirement.

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

*Room No. 214
NHPC Ltd.,
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Sector-33, Faridabad – 121003, India*

Successful bidder shall execute Integrity Pact on non-judicial stamp paper of appropriate value as part of Contract Agreement.

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

3. Cost of bidding document:

- 3.1 Complete Bid Documents/Tender Document can be viewed and downloaded from Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app>. The site can also be viewed through “CPP Portal” corner (under tab “Tenders & Bids”) of RHPC Limited website www.rhpcindia.com. Any Bidder who wishes to quote for this Tender can download the Tender Document from Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app> after online Bidder registration for e-tendering.
- 3.2 The bidder shall bear all costs associated with the preparation and submission of his bid, negotiation discussions etc. in the process of finalization of Contract and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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

4. Earnest Money:

- 4.1 ~~The Bidder shall furnish, as part of the Bid, Earnest Money, for ₹ 1,00,000/ (Rupees One Lakh Only) either in the form of Crossed Bank Draft/Bankers Cheque in favour of Rattle Hydroelectric Power Corporation Limited, payable at Kishtwar or in the form of a Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India as per format appended in Section III, 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.~~
- 4.2 ~~Micro & Small Enterprises (MSEs) Units registered with the 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 / UDYAM Registration for services are exempted from furnishing the Earnest Money. They should furnish with the Bid (Both offline & Online), a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM II) details/ other relevant document issued by above board/ body in their favour, for the goods & services covered under this Tender document. No other bidders are exempted from furnishing Earnest Money as mentioned above.~~
- 4.3 ~~Bids received unaccompanied by either an acceptable Bid Security or a Notarized copy of valid certificate of registration stated as above shall be rejected as non-responsive and returned to the bidders.~~
- 4.4 ~~Earnest Money of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Earnest Money 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.~~
- 4.5 ~~The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security Deposit.~~
- 4.6 ~~The Earnest Money 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 adopts corrupt or fraudulent or collusive or coercive practice(s) or defaults under Integrity Pact; or~~
 - c) ~~in the case of a successful Bidder, if the Bidder fails within the specified time limit to:~~
 - i) ~~sign the Agreement; and/or~~
 - ii) ~~Furnish the required Performance Security Deposit.~~
- 4.7 ~~Interest or any other charges, whatsoever, will not be payable by the Employer on the Earnest Money Deposit/ Bid Security.~~
- 4.8 ~~Any GST Liability on account of forfeiture of EMD shall be borne by the bidder.~~

5. Clarification of Bidding Documents:

- 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail or facsimile at the address indicated in the NIT. The Employer will respond to any request for clarification received earlier than 05 days prior to the deadline for submission of bids. Employer's response will be published on the CPP portal <https://etenders.gov.in/e procure/app>, including a description of the inquiry, but without

identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.

- 5.2 Any modifications in the Tender documents, shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 5** of ITB.

6. Amendment of Bidding Documents:

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

7. Language of bid:

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

8. Bid Currency:

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

9. Bid Validity:

- 9.1 Bids shall remain valid for a period of **120 days** after the deadline date for bid submission specified in NIT.
- 9.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or facsimile. A bidder may refuse the request of Employer. A bidder agreeing to the request will not be required or permitted to modify his bid.

10. Preparation, Receipt and Signing of Bid:

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

10.1 Online Submission:

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

- i) Declaration in respect of banning/ de-listing / black listing/ de-barring as per **Clause 2.2** of ITB.
- ii) Tender Form, Form of Declaration, ~~ECS Form~~, Bid Proforma, Declaration of Ineligibility, Insolvency and Local Content as per format appended in Section-III.
- iii) Goods and Services Tax Identification No., PAN, TAN, EPF Registration No*.
- iv) Undertaking by Bidder towards Anti-profiteering clause of GST Act/ Rules as per format appended in Section-III.
- v) Complete Address of the Bidder along with State Code of the place of provision of this supply as per their GST registration.
- vi) Mobile Number, Landline Number and E-mail address of the consultant for GST purpose.
- ~~vii) Declaration regarding MSMED Act as per **Clause 18** of ITB.~~
- ~~viii) Scanned copy of all the documents indicated in **Clause 10.2.1** of ITB.~~

*** Registration with concerned EPF authorities is mandatory irrespective of number of employees. In case of non-submission of EPF registration certificate, the bid shall be considered as Non responsive and shall liable to be rejected.**

10.1.2 Cover-II: It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantity and Price.

Financial Bid shall be submitted in Electronic Form on the portal by the date & time as specified in NIT. Submission of the “Financial Bid” by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.

10.2 Offline Bid/ Hard copy/ Supporting documents:

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

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

the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall not be processed further.

10.2.1 The sealed Envelope containing hard copy of documents shall be marked as “Hard copy(ies) of documents” for “**Providing Architecture and Structural Consultancy services for Planning & Design of Residential and non-residential buildings in Colony Area of 850 MW Ratle HE Project, Drabshalla, Kishtwar, J&K**”

- i) Integrity Pact as per **Clause 2.3** of ITB.
- ii) ~~DD/ BC/ BG/ Notarized copy of valid MSE Registration Certificate, towards Earnest Money as mentioned in **Clause 4** of ITB.~~
- iii) Notarized Power of Attorney in respect of the person authorized for signing the Bid with authority of the executant to execute the POA as per **Clause 10.4** of ITB.
- iv) ~~Checklist duly tick marked shall be submitted offline/ hard copy as per **Clause 21** of ITB~~

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

10.4 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder along with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.

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

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

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

10.8 GST has been implemented by the Government w.e.f. 01.07.2017. The Contractor shall get registered under GST Act and has to obtain 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 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.

Taxes, duties, Income tax, GST and other impositions as may be levied under the Applicable Law & regulations, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of online bid, shall be paid/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Consultant on production of satisfactory proof of payment and other documentary evidence. The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.

10.9 The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the

conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.

- 10.10 The bidder shall submit rate analysis of quoted price if so desired by the Employer.
- 10.11 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable to be summarily rejected.
- 10.12 The Contract shall be for the whole Works, based on the 'Schedule of Quantity and Price' submitted by the Bidder.

11. Late Bid:

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

12. Modification, Substitution and Withdrawal of Bid:

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

13. Opening of Bids by Employer:

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

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

- 13.2 Online Cover-I i.e. Technical and Offline Bids shall be opened first.
- 13.3 Cover-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per **Clause 2** as well as techno-commercially responsiveness as per **Clause 14** of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

- 13.4 The Cover-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. The Financial Bid shall be opened online in presence of Bidder's representatives who wish to be present at the notified time and place. Bidder(s) can also view Bid opening online on the CPP portal <http://etenders.gov.in/e procure/app> at their end.
- 13.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened and will be Archived' unopened. The decision of the Employer will be final and binding in this regard.

14. Examination of Bids and Determination of Responsiveness:

- 14.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:
- (a) meets the eligibility criteria defined in **Clauses 2** of ITB;
 - (b) has been properly signed;
 - (c) ~~is accompanied by the required securities; and~~
 - (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantity and Price, Technical Specifications and Drawings, if any.
- 14.2 A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- a) which affects in any substantial way the scope, quality, or performance of the Works;
 - b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
 - c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
 - d) which is inconsistent with the bidding documents,
- 14.3 If a "Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 14.4 During techno-commercial Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Bids may be rejected.

15. Evaluation and Comparison of Bids:

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

~~16. Preference in favour of MSEs:~~

~~Purchase preference will be applicable as under:~~

~~16.1 Micro & Small Enterprises (MSEs) Units registered with the 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 goods/ services, covered in this Tender Document shall be eligible for the purchase preference.~~

~~16.2 The tender item is non-splittable or non-divisible. As such MSE quoting price within price band L1+ 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.~~

~~16.3 Deleted.~~

~~16.4 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.~~

~~e) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.~~

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

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

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

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

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

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

~~18. Information w.r.t Public Procurement Policy for Micro and Small Enterprise (MSES) order'2012 MSME Development Act'2006 is applicable to all contractors/ suppliers/ service providers. Therefore information as per Proforma appended hereto in Section III is required to be submitted/ enclosed by the bidder along with bid.~~

19. **Contacting the Employer:**

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

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

20. **Corrupt, Fraudulent, Collusive or Coercive Practices:**

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

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

21. **Public Procurement (Preference to Make in India) Order :**

Bidder shall be **Class-I Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020. In this regard bidders shall submit undertaking.

22. **PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers,

administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of :

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation

SECTION - III

FORMS AND SCHEDULE

TENDER FORM

To,

The Group Sr. Manager (E), P&C division,
Ratle HE Project,
Office Complex, Shalimar Colony,
Distt. Kishtwar (UT of J&K),
Pin-182 204

1. We have read and examined the following tender documents relating to " **Providing Architecture and Structural Consultancy services for Planning & Design of Residential and non-residential buildings in Colony Area of 850 MW Ratle HE Project, Drabshalla, Kishtwar, J&K**".
 - a) ~~Agreement form~~
 - b) Notice Inviting Tender (NIT)
 - c) Instructions to Bidders (ITB)
 - d) Tender Forms, Form of Declaration, Declaration of Ineligibility, Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules, Bid Proforma, Schedule of Quantity and Price, ~~ECS form~~, Qualification information.
 - e) Conditions of Contract & Special Conditions of Contract
 - f) Amendment issued in pursuance to Clause No.6 of ITB.
2. We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications and other details given herein and at the rates contained in Schedule of Quantity and within the period(s) of completion as given in Conditions of Contract and subject to such terms and conditions as stipulated in the bid document.
3. We agree to keep this tender open for acceptance for 120 days after the deadline date for online bid submission specified in NIT and also agree not to make any modifications in its terms and conditions on our own accord.
4. ~~A sum of _____ is hereby enclosed in form of Demand Draft/ Bank Guarantee from a Nationalised or Scheduled Bank of India as Earnest Money. We agree that if we fail to keep the validity of tender open, as aforesaid and /or we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord or fail to commence the execution of the works as provided in the documents referred to in Paragraph -1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.~~

Should this tender be accepted, we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of company)

Name	_____
Signature	_____
Designation	_____
Name of Company	_____
Date	_____

FORM OF DECLARATION

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

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and
- 6) ~~we confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act. 2006 are applicable/ not applicable (*strike out whichever is not applicable*) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to Employer.~~

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

Dated:

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

BID PROFORMA

Sl. No.	Description of information	Replies by the bidder
1.	Name of the Firm/ Company	:
2.	Complete Address of Regd./Head Office	
	i) Postal	:
	ii) Telephone/ Fax	:
	iii) E-mail	:
3.	Complete Name and Communication address of Bid Signatory	
	i) Name & Designation	:
	ii) Postal	:
	iii) Telephone/ Fax	:
	iv) E-mail	:
4.	Former name of Firm/ Company (if any)	:
5.	Type of the Firm /Company (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.)	:
6.	Year and place established	:
7.	Are you registered with any Government/ PSU (if yes, give the details) for work of similar nature covered under the specifications	:
8.	Have your Company ever been declared Bankrupt (if yes give the details)	:
9.	Whether the Prices quoted are firm/variable	: Firm
10.	Validity period of tender, reckoned after the deadline date for bid submission.	: 120 days
11.	Rate of Taxes & Duties as applicable	
	i) Rate of GST	: @ % as included (To be specified by the bidder)
	ii) Any other taxes/ duties (please specify):	@% as included (To be specified by the bidder)
12.	Whether furnished & filled all schedules/ annexure appended to tender document	:
13.	Goods and Services Tax (GST) No.	:
14.	EPF No.	:
15.	PAN	:

16. TAN of the location of supply of consultation services

17. Service Account Code (SAC) of the supply of services as per classification under GST

:

Station : _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)

Official Seal of the Company:

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 as on the date of submission of bid from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause 2.2 of Tender Document.

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

I/ We, M/s _____ (*Name of Bidder*) hereby certify that no insolvency proceedings is admitted by the Adjudicating Authority against us under the Insolvency and Bankruptcy code 2016.

(Seal & Signature of the Bidder)

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

(To be submitted on letter head)

To,

The Group Sr. Manager (E), P&C division,
Ratle HE Project,
Office Complex, Shalimar Colony,
Distt. Kishtwar (UT of J&K),
Pin-182 204

Sub.: Tender for “**Providing Architecture and Structural Consultancy services for Planning & Design of Residential and non-residential buildings in Colony Area of 850 MW Ratle HE Project, Drabshalla, Kishtwar, J&K**”.

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.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

(SELF CERTIFICATE FOR LOCAL CONTENT BY 'CLASS-1 LOCAL SUPPLIER')

We [name of Bidder] hereby confirm, in respect of item(s) quoted in Schedules of Quantities & Prices of the subject tender, that Local Content is equal to (% of local content to be mentioned by bidder) as below :

<i>Sl. No.</i>	<i>Description of (description of work)</i>	<i>(% of local content)</i>
01	Providing Architecture and Structural Consultancy services for Planning & Design of Residential and non- residential buildings in Colony Area of Ratle HE Project, Drabshalla, Kishtwar, J&K	

Signature of Bidder
Seal of the Company

(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

Ratle Hydroelectric Power Corporation Limited, a company incorporated under the Companies Act 1956 and having its registered office at Room No. 08, Block No. 02, NHPC Regional Office, JDA Commercial Complex No. 01, Narwal, Jammu, (J&K) – 180006, 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 Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

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

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

4.0 PREVIOUS TRANSGRESSION:

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

5.0 EARNEST MONEY (SECURITY DEPOSIT):

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

6.0 SANCTIONS FOR VIOLATIONS:

- 6.1 Any breach of the aforesaid provisions, 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 **Annex-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 Ratle Hydroelectric Power Corporation Limited, as per provisions of “Guidelines on Banning of Business Dealings” of Ratle Hydroelectric Power Corporation Limited (**Annex-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 NHPC Limited has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact after approval by the Central Vigilance Commission. Since Ratle Hydroelectric Power Corporation Limited is a subsidiary of NHPC Limited and as per Board Resolution all policies related to Procurement & Contracts as applicable in NHPC Limited has been adopted by Ratle Hydroelectric Power Corporation Limited, Independent External Monitors appointed by NHPC Limited shall also be Independent External Monitors for Ratle Hydroelectric Power Corporation Limited..

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 CEO, Ratle Hydroelectric Power Corporation Limited.
- 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 CEO, Ratle Hydroelectric Power Corporation Limited and request Ratle Hydroelectric Power Corporation Limited to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, Ratle Hydroelectric Power Corporation Limited 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 CEO, Ratle Hydroelectric Power Corporation Limited 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 UT of J&K. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

10.0 OTHER LEGAL ACTIONS:

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

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

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

11.0 VALIDITY:

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

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

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

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

For & On behalf of the Employer

For & On behalf of the Bidder/ Contractor

(Official Seal)

(Official Seal)

Place-----
Date-----

Place-----
Date-----

Witness1. _____
(Name and address)

Witness1. _____
(Name and address)

2. _____
(Name and address)

2. _____
(Name and address)

Guidelines on Banning of Business Dealings

1. Introduction

- 1.1 Ratle Hydroelectric Power Corporation Limited 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 Ratle Hydroelectric Power Corporation Limited to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. Ratle Hydroelectric Power Corporation Limited 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 Ratle Hydroelectric Power Corporation Limited 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 units of Ratle Hydroelectric Power Corporation Limited.
- 2.4 ~~These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of Ratle Hydroelectric Power Corporation Limited 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 all offices of Ratle Hydroelectric Power Corporation Limited.
- iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:
- a) For works awarded/under tendering ~~from corporate office~~ (falling in the competency of CEO / Board of Directors)
- Competent Authority: CEO
 - 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
 - Appellate Authority: CEO / Concerned Director as the case may be

- c) For works awarded/under tendering ~~from Corporate Office/ Regional Offices/ Projects/ Power Stations/ Liaison Offices~~ (falling in the competency of CGM and below)
 - Competent Authority ~~in case of works awarded/ under Tendering from Corporate Office/ Regional office~~ shall be CGM or GM of the concerned division as the case may be.
 - ~~Competent Authority: Head of the Unit not below the rank of General Manager~~
 - Appellate Authority: CEO
- iv) **“Investigating Committee”** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

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

5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with Ratle Hydroelectric Power Corporation Limited 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 Ratle Hydroelectric Power Corporation Limited in case of work falling in the Competency of CEO/ Board of Directors/ Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region/ Corporate Office (in case the works awarded/ under Tendering from Corporate Office). In case of falling in the competency of HOP or below suspension shall be effective throughout the Project/ Power Station and attached liaison offices/ units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.~~

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I**.

6.0 Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to Ratle Hydroelectric Power Corporation Limited 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 Ratle Hydroelectric Power Corporation Limited or its official for acceptance / performances of the job under the contract;

6.5 If the Agency misuses the premises or facilities of Ratle Hydroelectric Power Corporation Limited, forcefully occupies or damages the Ratle Hydroelectric Power Corporation Limited’s properties including land, water resources, forests / trees or tampers with documents/records etc.

- 6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by Ratle Hydroelectric Power Corporation Limited 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 (Ratle Hydroelectric Power Corporation Limited) 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 Ratle Hydroelectric Power Corporation Limited 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 CEO and DGM/SM with at least one member of the level of General Manager for works falling in the competency of GM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the Ratle Hydroelectric Power Corporation Limited. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
 - a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for Ratle Hydroelectric Power Corporation Limited 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 Ratle Hydroelectric Power Corporation Limited, 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 Ratle Hydroelectric Power Corporation Limited 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 Ratle Hydroelectric Power Corporation Limited, 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 Ratle Hydroelectric Power Corporation Limited then banning period of Agency shall be extended by another one year.

7.7 Effect of Banning

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

The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

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

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

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

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

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

7.8 Hosting at Ratle Hydroelectric Power Corporation Limited website

The concerned division shall forward the name and details of the Agency (ies) banned along with period and reasons of banning through CEO to IT&C Division for displaying the same on the Ratle Hydroelectric Power Corporation Limited website.

8.0 Appeal against the Decision of the Competent Authority.

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

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

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the officesss of Ratle Hydroelectric Power Corporation Limited.

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

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dt.... amounting to Rs. OR In response to Ratle Hydroelectric Power Corporation Limited 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 Ratle Hydroelectric Power Corporation Limited. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months’ time, the Competent Authority may extend the period of Suspension
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- (iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and Price Bids have already been opened , the tendering process shall be continued
- (v) In case of ongoing contracts between you & Ratle Hydroelectric Power Corporation Limited, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi) (a) In case the Firm is in Joint Venture the following would also be applicable:
 - i) **Participation of Agency in Joint Venture**
Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.
 - ii) **Banning of joint Venture:**
As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint

Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

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

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

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

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

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

Yours faithfully,

For & On behalf of Ratle Hydroelectric Power Corporation Limited.

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of Ratle Hydroelectric Power Corporation Limited.

(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 Ratle Hydroelectric Power Corporation Limited 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.

“Brief of the Default may be mentioned”

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

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

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period ofyears/ month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- v) In case of ongoing contracts between you & Ratle Hydroelectric Power Corporation Limited, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- vi) (a) In case the Firm is in Joint Venture the following would also be applicable:
 - i) **Participation of Agency in Joint Venture**
Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

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

- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders. Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.
- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
- (d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

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

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

Appellate Authority:

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of Ratle Hydroelectric Power Corporation Limited.

Note: Strikeout whichever is not applicable.

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

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

Ref: 1. Order dated Placing M/s on Suspension/Banning List by Ratle Hydroelectric Power Corporation Limited;

2. Your Appeal reference Dt.....

Dear Sir,

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

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

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

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

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

Yours faithfully,

For & On behalf of Ratle Hydroelectric Power Corporation Limited.

SECTION – IV

- a) GENERAL CONDITIONS OF CONTRACT**
- b) SPECIAL CONDITIONS OF CONTRACT**
- c) PERFORMANCE BANK GUARANTEE FORM**

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

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

2. INTERPRETATION

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

3. CONTRACT PRICE

Contract Price is a lump sum amount stated in Letter of Acceptance.

4. SECURITY FOR PERFORMANCE / RETENTION MONEY

The Contractor within 28 (Twenty eight) days from the date of issue of Letter of Acceptance, shall furnish a Performance security of **3% (Three percent)** of the Contract Price to the Engineer-In-Charge for due performance of contract in any one of the following forms or Retention money amounting to 3% of Interim Payment shall be deducted in the first and following Interim payments.

- (a) Demand draft on any Nationalised / Scheduled Bank of India favouring ***Ratle Hydroelectric Power Corporation Limited payable at Kishtwar***; or
- (b) Bank Guarantee from an Indian Nationalized/ Scheduled Bank of India or a foreign bank through its branch located in India acceptable to Client in the prescribed standard proforma of Client, or
- (c) Online transfer through RTGS / Internet Banking as per bank details mentioned in Clause No. 4.3 hereunder.

If the contractor does submit the performance security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of contractor.

In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (alongwith applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of 'Ratle Hydroelectric Power Corporation Limited', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with Ratle Hydroelectric Power Corporation Limited.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion - upto 12 months) or 60-days (for the contracts having time for completion more than 12 months) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

- i) Award shall summarily be terminated
- ii) ~~EMD/ Bid security shall be forfeited.~~
- iii) The bidder shall be debarred / banned to participate in the business dealings with RHPCL for a period of one year.
- iv) The name of the Contractor shall be hosted on the RHPC website etc. as per existing norms of NHPC / Govt. of India.

- v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

- 4.1 All compensation or other sums of money payable by the Consultant to the Client under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit. Also in the event of the Consultant's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Consultant shall, within 14 days of receipt of notice of demand from the Engineer-In-Charge, make good the deficit in Security Deposit.
- 4.2 Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Consultant are required to be extended/ renewed, the Consultant shall get the validity periods of such guarantees extended/ renewed, and furnish these to the Engineer-In-Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Engineer-In-Charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Consultant shall forthwith recoups/replace the same with acceptable Security Deposit.
- 4.3 Bidders shall communicate the following bank details of RHPC to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this Clause:

Credit Bank Account Number	40131965202
Beneficiary Name	RATLE HYDROELECTRIC POWER CORPORATION LIMITED
Credit Bank	State Bank Of India
IFSC Code	SBIN0017695
Account Type	CURRENT
Branch	HNI, Jammu
Branch Address	Rail Head Complex, Bahu Plaza, Jammu – 180 012, Ph : 0191-2477390, email: sbi.17695@sbi.co.in

5 REFUND OF SECURITY DEPOSIT

The Security Deposit / Retention Money, less any amount due, shall on demand, be returned to the Consultant, after 3 months of completion of each stage / package of work.

However, the Security Deposit / Retention Money shall not be released till Liquidated Damages, if any, is pending for recovery. No interest on the amount of Security Deposit / Retention Money shall be paid to the Consultant at the time of its release.

6 SUFFICIENCY OF TENDER

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

7 NOTICES

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

8 TAXES AND DUTIES

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

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

- 8.2 The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.
- 8.3 TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.
- 8.4 Invoices and other documents submitted by consultant for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.
- 8.5 The consultant shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

9. COMMENCEMENT AND COMPLETION OF CONTRACT

9.1 Effectiveness of Contract

This Contract shall come into effect on the date of issue of Letter of Acceptance or such other later date as may be stated in the Letter of Acceptance. The Consultant shall execute MOU and sign the Integrity Pact with RHPC Limited on non-judicial paper of appropriate value as per Stamp Act applicable in the UT of J&K within 28 days from the date of issue of Letter of Acceptance.

9.2 Commencement and completion period of Services

The services under the contract shall commence from effective date of contract as per Sub clause 9.1 and completed as per **Clause No. 7.0 of Special Conditions of Contract**, i.e. "Schedule of Services" subject to extensions, if any, in accordance with Contract. Certificate of Completion of services shall be issued by Client.

10 EXTENSION OF TIME

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

11 LIQUIDATED DAMAGES

As per SCC Clause No. 8.0.

12 FORCE MAJEURE

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

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

13 SUSPENSION OF WORK

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

14 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

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

15 CONSULTANT NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

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

16 OBLIGATIONS OF THE CONSULTANT / INSTITUE

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

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

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

17 INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS

The Consultant will be responsible for taking out any appropriate insurance coverage including Professional Liability insurance coverage for performance of services under the contract.

18 CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

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

19 CLIENT'S PROPERTY

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

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

20 OBLIGATIONS OF THE CLIENT

- Topographical Map of the entire Colony area
- Soil testing report/Any other test reports, if required, as suggested by Institute in consultation with Client
- Providing transport arrangement for site visit (to & fro) from Jammu to Project site and during the site visit.
- Suitable accommodation shall be provided to visiting faculties/consultants at Company GH/Field Hostel at Project site as per availability.

21 DURATION OF LIABILITY

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

22 VARIATIONS

22.1 Variations to the Services

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

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

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

22.2 Agreement of Variations

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

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

23 PAYMENT TO THE CONSULTANTS

23.1 Lump Sum Remuneration:

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

23.2 Terms and Conditions of Payment:

- a) The payment of the fees/ charges as stipulated in SCC under this Contract will be made in accordance to schedule of payment as stipulated in Special Conditions of Contract. The payment on account for the amount admissible shall be made by the Engineer-In-Charge certifying the sum to which the Consultant is considered entitled for the services after deducting

there from, the amounts already paid and such other amounts as may be required to be withheld/ deductible/ recoverable in terms of the Contract/ Applicable Law.

- b) ~~In case of MSE: All the payments for the supplies and/ or services {as applicable} rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five days from the day of acceptance*.~~

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

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

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

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

- d) Payment due to the Consultant shall be made by direct credit into his designated bank account, duly authorized by the Consultant through ECS mode within 1 month of completion of each stage/package of work as per the schedule of Services & submission of invoice / reports / documents.

24 CONFLICT OF INTEREST

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

25 DEFAULT BY THE CONSULTANT AND TERMINATION OF CONTRACT

If the Consultant:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Engineer-In-Charge; or
- ii) fails to complete the Works or any item of Works within the time specified or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Engineer-In-Charge; or
- iii) is engaged in corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Client may, after **giving 14 days** notice to the Contractor, terminate the contract and expel him from the Site. The Contractor shall not be entitled for any compensation whatsoever under this clause. For the purpose of this clause:

- a) **‘Corrupt Practice’** means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.
 - b) **‘Fraudulent Practice’** means mis-representation of fact in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
 - c) **‘Collusive Practice’** means a scheme or arrangement between two or more bidders, with or without the knowledge of Borrower/Employer, designed to establish Bid prices at artificial, non-competitive levels.
 - d) **‘Coercive Practice’** means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract,
- iv) assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-In-Charge,

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

26 SETTLEMENT OF DISPUTES

- 26.1 If any dispute arises between the Client and the Consultant in connection with, or arising out of, the Contract or the execution of the Works, whether during execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer-In-Charge, an attempt shall be made to resolve the matter in dispute amicably by Head of the Project, Ratle HEP and Director of Institute and their decision shall be final and binding on both parties.
- 26.2 Any dispute in respect of which the Client and the Consultant have failed to reach at an amicable settlement pursuant of **Sub-Clause 26.1**, shall finally be referred to the Competent Court at Kishtwar, UT of J&K.

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1.0 INTRODUCTION:

A. About RHPCL

Ratle Hydroelectric Power Corporation Limited (RHPCL) is a Public Company incorporated on 01 June, 2021 and is located in UT of Jammu and Kashmir. The Company is a Joint Venture of NHPC Limited (A Govt of India Undertaking) and Jammu & Kashmir State Power Development Corporation Ltd (JKSPDC) (a Govt of J&K undertaking) with holding equity share of 51% and 49% respectively. The Company has been entrusted with the implementation of 850 MW Ratle Hydroelectric Project.

B. About Project

The 850 MW Ratle Hydropower project is a run-of-river scheme over River Chenab in Kishtwar district of UT of J&K. The nearest airport is at Jammu which is 190 km away from Project and nearest railhead is at Udhampur which is 125 km from Project. The project with an installed capacity of 850 MW (4×205 MW + 1×30 MW) shall generate 3,136 million units. The project is scheduled to be completed by Feb 2026 as per the Cabinet Sanction order.

2.0 PROPOSAL:

Following is the brief detail of the proposal for Development of Township / Colony for Ratle HEP at Drabshalla, Kishtwar, J&K:

- Ratle Hydroelectric Project is in its initial stage of development. The initial setup of Office and Field Hostel Building is being run from temporary setup from rented accommodations provided by Dulhasti Power Station of NHPC at Shalimar Colony, Kishtwar.
- Development of a permanent Colony for the Project has been envisaged in DPR of Ratle HEP near Project Site at Drabshalla, Kishtwar which will have permanent Residential and Non-residential facilities for its employees for use during construction and O&M phase of Project.
- The land for the colony area measuring 104.93 Ha has already been acquired by JKSPDC and handed over to RHPCL. The identified site has a sloping terrain and is approachable by all weather road. The map showing Colony area for township development is enclosed as **Annexure-1**.
- RHPCL has worked out the overall requirement of 71 residential quarters (Plinth area=7736 sqm) , 99 bachelor accommodations (Plinth area=3325 sqm) and an area of 6900 sqm for non-residential buildings considering tentative manpower requirement for O&M stage of Ratle HE Project as 170 employees in man/MW ratio of 0.2.(**Annexure-2**)
- Considering the approved initial manpower strength of company, it is proposed to construct a total of 13 residential quarters(Plinth area=1716 sqm) and 42 Bachelor accommodations(Piinth area=1690 sqm) and an area of 2000 sqm for non-residential buildings along with boundary wall & security posts in Phase-1. Future requirements for residential & non residential accommodation in Colony Area shall be taken up in Phase-2, if required at later stage.
- The estimated cost for construction of said residential and non-residential buildings in Phase-1 has been worked out as Rs. 17.38 crore, considering CPWD Plinth Area rates (2021) for residential & office

buildings excluding cost of Architectural Consultancy, Boundary walls, security post etc. The details of type of accommodation, approximate plinth area and costing details are enclosed as **Annexure-3**.

- Some temporary prefab structures (both residential and non-residential) which were constructed by previous developer exist in colony area in semi-finished shape. These temporary prefab structures shall require lot of repair and restoration works for making it habitable. The same were planned to be renovated and put to use for initial period till colony comes up. Subsequently, they can be used for Security/ CISF barracks.
- Development of Master Plan for the entire Project Colony Area encompassing all present and future needs (Phase-1 & 2) shall be taken up first and subsequent activities for architectural and structural design of building/structures shall be taken up in stagewise manner by Client as per evolving site requirement for residential and non residential buildings and subject to fund availability.
- The guiding principle for planning and designing of Building/Structures/Services shall be low cost, aesthetically designed, Energy efficient, low maintenance and environment friendly structure.

3.0 SCOPE OF ARCHITECTURAL & STRUCTURAL CONSULTANCY SERVICES:

A. Preparation of Master Plan for development of entire Ratle Project Colony:

1. Preparation of Appraisal Report on Overall Planning for buildings, services and infrastructure including drainage, water supply, electricity and road connectivity considering architectural, Engineering, Safety, Environmental & Socio-cultural aspects for present & future needs(Phase-1 & 2) in consultation with RHPCL(Ref Annexure-2).
2. Preparation of Master Layout Plan for the Colony Area for present and future needs (Phase-1&2) showing buildings, structures, infrastructure & services like road layout, landscape design of area around building, drainage, water supply, electrification etc. in consultation with RHPCL (Ref Annexure-2).
3. Preparation of virtual 3D Model/walkthrough for the master plan of Ratle Township.
4. Submission of Preliminary Cost estimate & Broad technical specifications of proposed construction work for buildings/structures/services to be developed in Phase-1&2 of township development. (Ref Annexure-3)

B. Providing Architecture and Structural Consultancy services for buildings/structures identified for tendering/construction during stage wise development of Ratle Project Colony:

1. Finalisation of Architectural & Structural Design (Civil, Electrical, plumbing, landscaping, external development etc.) for each package of buildings/structures to be taken up for execution by RHPCL.
2. Preparation of Tender Stage drawings, Cost estimate/BoQ(preferably based on JKSOR/CPWD SOR or analysed rates) & Detailed Technical Specifications for each package of buildings/structures to be taken up for execution by RHPCL.
3. Preparation of Construction Stage drawings (GFC/Working drawings) for each package of buildings/structures to be taken up for execution by RHPCL.

4.0 MODE OF IMPLEMENTATION

1. Limited Tender Enquiries are hereby called from selected Govt. institutes in the field of Architectural Planning for "Providing architectural and structural consultancy services for planning & design of residential and non-residential buildings in colony area of Ratle HEP at Drabshalla, Kishtwar":
2. One institute shall be selected from the Offers received from selected Govt. Institutes through transparent e-tendering process on Lowest cost basis.

3. Memorandum of Understanding (MoU) shall be signed with the selected institute for preparing master plan of the Township and for providing Architecture & Structural Consultancy services as per the scope of work defined above.
4. As a first step, Development of Master Plan for the entire Project Colony Area encompassing all present and future needs(Phase-1 & 2) shall be taken up.
5. The Architectural Layout/Master Plan of Township/Colony shall be put up for approval as per the extant Delegation of Powers of the Company.
6. Tendering for Construction of various residential/non-residential buildings/components is proposed to be taken up by RHPCL in stagewise manner within 3 years as per evolving site requirement for residential and non-residential buildings and subject to fund availability.
7. The institute shall provide services for architectural and structural design for each package of structures/buildings to be taken up for tendering/construction in stagewise wise manner by RHPCL.

5.0 FINANCIAL OFFER FOR CONSULTANCY CHARGES

The Institute shall submit their financial offer only as per the format given below:

<i>Item Number</i>	<i>Item Title</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Consultancy Fees (excluding GST)</i>	<i>Amount (in Rs.)</i>
1	Preparation of Master Plan for development of entire Ratle Project Colony considering present & future needs (Phase-1&2)	As per scope of work	LS	Rs.	Rs.
2	Providing Architecture and Structural Consultancy services for each package of buildings/ structures identified for tendering/ construction during stagewise development of Ratle Project Colony	As per scope of work	% of Estimated Construction Cost	%	Rs.
			TOTAL (excluding GST) =		Rs.

For the purpose of evaluation of Financial offers, the ‘Estimated Construction Cost’ shall be taken as **Rs. 17.38 Crores for BoQ Item-2**. The financial offers shall be compared on the basis of Total amount (for BoQ item-1 & 2 combined) including GST.

6.0 EXCLUSIONS

Site visit beyond the obligation of 2 site visits by the Institute, during implementation/construction phase of each Package of building/structures, if required by Client and as per mutually agreed schedule, shall be payable extra @ Rs. 10,000 per person per day for each visiting faculty/Architect/Consultant during the period of their visit to Project Site.

Royalty for repeat building design taken up for construction by Client during the period of validity of MoU shall be 25% of the Fees (%) quoted for BoQ Item-2 by the Institute.

Any additional services required during progress of work like interior design for buildings etc. shall be payable extra as per mutually agreed Terms & Conditions.

7.0 SCHEDULE OF SERVICES

A Schedule of Fees & Services for BoQ item-1 - Preparation of Master Plan for development of entire Ratle Project Colony considering present & future needs

Fees: The LS amount (upto 15 Lakhs) quoted against BoQ Item-1 shall be taken as Fees for above scope of work. GST as applicable shall be payable extra. If the quoted amount against BoQ Item-1 is more than 15 Lakhs, the amount in addition to 15 Lakhs shall be released on prorata basis along with payment for stagewise payment under BoQ Item-2.

<i>S.No.</i>	<i>Description</i>	<i>Timeline</i>	<i>Cumulative Amount</i>
1.	Submission of Work Plan and preliminary scheme for development of Colony area	1 month from date of signing of MoU	25% of Fees (BoQ Item-1)
2.	Submission of planning for buildings, services and infrastructure along with Draft Master Plan / Layout for Phase-1&2	Within 1 month after completing S. No. 1 above.	50% of Fees (BoQ Item-1)
3.	Submission of Final Report /Master Plan / Layout for Phase-1&2 after incorporating Comments of Client and Cost Estimate for the Buildings / Structures/external development to be executed in Phase-1 & 2(see Annexure-2 & 3).	Within 3 month after completing S. No. 2 above.	70% of Fees (BoQ Item-1)
4.	On Approval of Client for Final Master Plan Layout for Phase-1&2 along with Cost Estimate for Phase-1&2.	Within 1 month after completing S. No. 3 above.	100% of Fees Payable for BoQ Item-1 less payments already made

B Schedule of Fees & Services for BoQ Item 2 - Providing Architecture and Structural Consultancy services for buildings/ structures identified for tendering/construction during stagewise wise development of Ratle Project Colony.

Fees: The fees for above scope of work shall be arrived for each package of buildings/structures taken up for execution by Client based on the tender check estimate of each package/work approved by the Client for Construction of such building/structure(s) and the % fees quoted by the Institute against BoQ Item-2. The cost estimate shall be subject to change as per awarded value of work/package and the fees payable shall be modified accordingly. GST as applicable shall be payable extra.

<i>S. No.</i>	<i>Description</i>	<i>Timeline</i>	<i>Cumulative Amount</i>
1.	Submission of Tender Stage Architectural/Structural drawings, Technical Specifications and BoQ after incorporating Client's Comments & Approval of Client.	Within 2 month after order to commence	30% of Fees

2.	Submission of Working/Construction Drawings and details required for construction of Building / Structures and External development works	Within 3 month after completing S. No. 1	80% of Fees
3.	Submission of Completion Report and as built drawings for said buildings/structure/services & Approval of Client	Within 1 month after completion of Building/structures/services	100% of Fees less payments already made.

8.0 LIQUIDATED DAMAGES (LD)

The scope of work under the MoU needs to be completed within the stipulated time schedule. Therefore, a provision shall be kept in the MoU that in case of delay in completion, for the reasons attributable to the Consultant, the Consultant is required to pay to the Client, a sum, as LD, calculated at the rate of 0.05% of the quoted value of the BoQ Item-1 or Awarded value of each stage/package of work under BoQ Item-2, for each day of delay but limited to the ceiling of 10% of the Awarded value of the BoQ Item-1 or Awarded value of each stage/package of work under BoQ Item-2.

9.0 OBLIGATIONS OF INSTITUTE

Institute is advised to visit the Project site to get first hand information of existing site conditions before submitting their offer for Consultancy Services.

Institute shall complete the scope of work mentioned in SCC Clause No. 3.0 as per the schedule and Terms & Conditions of MoU to be signed between Client & Institute.

Institute shall undertake minimum one site visit by Architect/Consultant identified for the work during the period of Master Plan development without any extra cost to the Client.

Institute shall undertake minimum two site visits by Architect/Consultant identified for the work during the construction/implementation stage of each package of Building/Structures without any extra cost to the Client.

Institute shall not outsource the Architectural & Structural Consultancy work to another Agency beyond 20% of the fees chargeable for each BOQ item/package and shall give a certification in this regard at the time of release of payment.

Institute shall provide technical assistance in getting approvals of Master Plan from Statutory/Govt Authorities.

10.0 Paying Authority:

Head of Finance, Ratle HE Project, Shalimar, Dist-Kishtwar, UT of J&K.

11.0 Engineer-in-Charge (EIC):

General Manager (Civil)-I, Ratle HE Project, Shalimar, Dist-Kishtwar, UT of J&K or any other officer authorized by competent authority will be the EIC for this contract for all intents and purposes between the Consultant and RHPC Limited.

12.0 Confidentiality:

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

Map showing Colony Area for Township Development

Types of Proposed Permanent Residential Accommodation						
	As per NHPC Guidelines Plinth area (m2)	Total manpower	Assumed residing family Quarters	% in	Number of required Quarters	Plinth area (m2)
HOP	200	1	100%		1	200
Type-E (GM)	200	4	50%		2	400
Type-D (DGM/ SM)	155	36	35%		12	1860
Type-C (Mgr/DM/AM/Engg/AE)	112	70	45%		32	3584
Type-B (Supervisor)	85	34	40%		12	1020
Type-A (Workman)	56	25	50%		12	672
		170			71	7736
Proposed Field Hostel/ Bachelor Accommodation						
	Number of required accomodation	Area (m2)	Total area (m2)			
GM	2	41	82			
DGM/ SM	24	37.25	894			
Mgr/DM/AM/Engg/AE	38	37.25	1415.5			
Workman & Supervisor	35	20.5	717.5			
Mess (Sr. Exe.)		72	72			
Mess (Exe.)		72	72			
Mess (Sup./Work.)		72	72			
	99		3325			
Total residential facility for number of employees=	170					

Statement of Area provisions for Non-Residential buildings

Description	As per NHPC Guidelines Plinth area (m2)	Proposed Plinth area (m2)
Office Building with Auditorium	2000-3000	3000
Model room	100	100
Township office- Civil+Elec./store		100
Guest House	228	400
Hospital /Dispensary	500-1000	500
Fire station	400	400
Executive Club	200-400	400
Primary School	3000-4000	500
Market/Shop	150-250	150
Bank/Post office	400	250
Security post	As per location	100
Sub Total =		5900
CISF Barracks		500
Helipad		500
Total =		6900

Annexure-3

It has been decided that presently in Initial phase/phase 1, residential and non-residential township be developed for nearly one third of the above proposed O&M Manpower strength which is nearly at par with the presently approved manpower strength

Statement of Area Provision for Residential Building (In Initial Phase/Phase-1)

Types of Permanent Residential Accommodation						
	NHPC Guide Plinth area (m2)	Area to be built at RHPC	Total manpower	Assumed % residing in family Quarters	Number of Quarters constructed in Phase-1	Plinth area (m2)
HOP	200	200	1	100%	1	200
Type-E (GM)	200	200	4	0%	0	0
Type-D (DGM/ SM)	155	155	36	10%	4	620
Type-C (Mgr/DM/AM/Engg/AE)	112	112	70	10%	8	896
Type-B (Supervisor)	85	85	34	0%	0	0
Type-A (Workman)	56	56	25	0%	0	0
			170		13	1716
Field Hostel/ Bachelor accommodation						
	Number of required accomodation	Constructed % quarters in Phase-1	Number of constructed Hostel in phase-1	Plinth Area (m2)	Built-up Total area Phase-1 (m2)	
GM	4	100%	4	41	164	
DGM/ SM	32	33%	12	37.25	447	
Mgr/DM/AM/Engg/AE	62	40%	24	37.25	894	
Workman & Supervisor	59	4%	2	20.5	41	
Mess (Exe.)	1	100%	1	72	72	
Mess (Sup./Work.)	1	100%	1	72	72	
	157		42		1690	
Total residential facility for number of employees=	170					
Total Area of Residential and Non-Residential Building					3406	

Statement of Area Provision for Non-Residential Building (In Phase-1)

Permanent Non Residential Accomodation		
Description	NHPC Guideline (Plinth area m2)	Proposed (Plinth area m2)
Office Building with Auditorium	2000-3000	1400
Guest House	228	400
Hospital /Dispensary	500-1000	200
Sub Total =		2000
Total =		2000

Cost calculations for Phase-1
(As per CPWD July 2021 rates)

Plinth Area	Area	CPWD Plinth area rate for Year 2021 (Rs. per Sqm)	CPWD Services (water supply + Sanitary + Electrical etc.) Yr 2021 (Rs. per Sqm)	Levelling +Internal Road+ Pavement cost (Rs. per Sqm)	Projected cost (In Rs.)
Residential building (m2)	3406	20685	6774.34	2000	100338512.00
Non residential building (m2)	2000				
Office	2000	27090	7652.93	2000	73485860.00
Total cost					17.38 Crores

Note: - The Total cost does not include cost of making helipad & CISF barracks.

**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,
[Client's Name & Address]

Dear Sir,

In consideration of the*[Client's Name]* (herein after referred to as the 'Client' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s *[Consultant's Name]* with its Registered/Head Office at (herein after referred to as the 'Consultant', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Client's Letter of Acceptance No. dated and the same having been acknowledged by the Consultant, for *[Contract sum in figures and words]* for *[Name of the work]* and the Consultant 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 Client.

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 Client, on demand any and all monies payable by the Consultant 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 Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant 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 Client and further agrees that the guarantees herein contained shall continue to be enforceable till the Client discharges this guarantee or till*[days/month/year]* whichever is earlier.

The Client 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 Consultant. The Client 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 Consultant, 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 Client and the Consultant or any other course or remedy or security available to the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client 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 Client or any other indulgence shown by the Client 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 consultant) 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 Consultant 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 Client serve upon Bank a written claim or demand on or before@.....

Dated thisday of 2021..... at

WITNESS

Signed for and on behalf of the Bank

1.
 (Signature)

 (Name)

 (Official Address)

.....
 (Signature)

 (Name)

 (Designation with Bank Stamp)

2.
 (Signature)

 (Name)

 (Official Address)

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

Communication address of the Bank
 Name of the contact person
 Tel. No.
 Fax No.
 Email:

Notes:

- 1. (*)This sum shall be three percent (3%) of the Contract Price denominated in the types and proportions of currencies.
 (@) This date will be as per Clause 5 of GCC.
- 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 Client by the issuing bank (on Behalf of the Consultant) under the registered post (A.D.). The Consultant can submit an advance copy of Bank Guarantee to the Client. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Consultant directly to the Client and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Client, with a forwarding letter.

SECTION-V

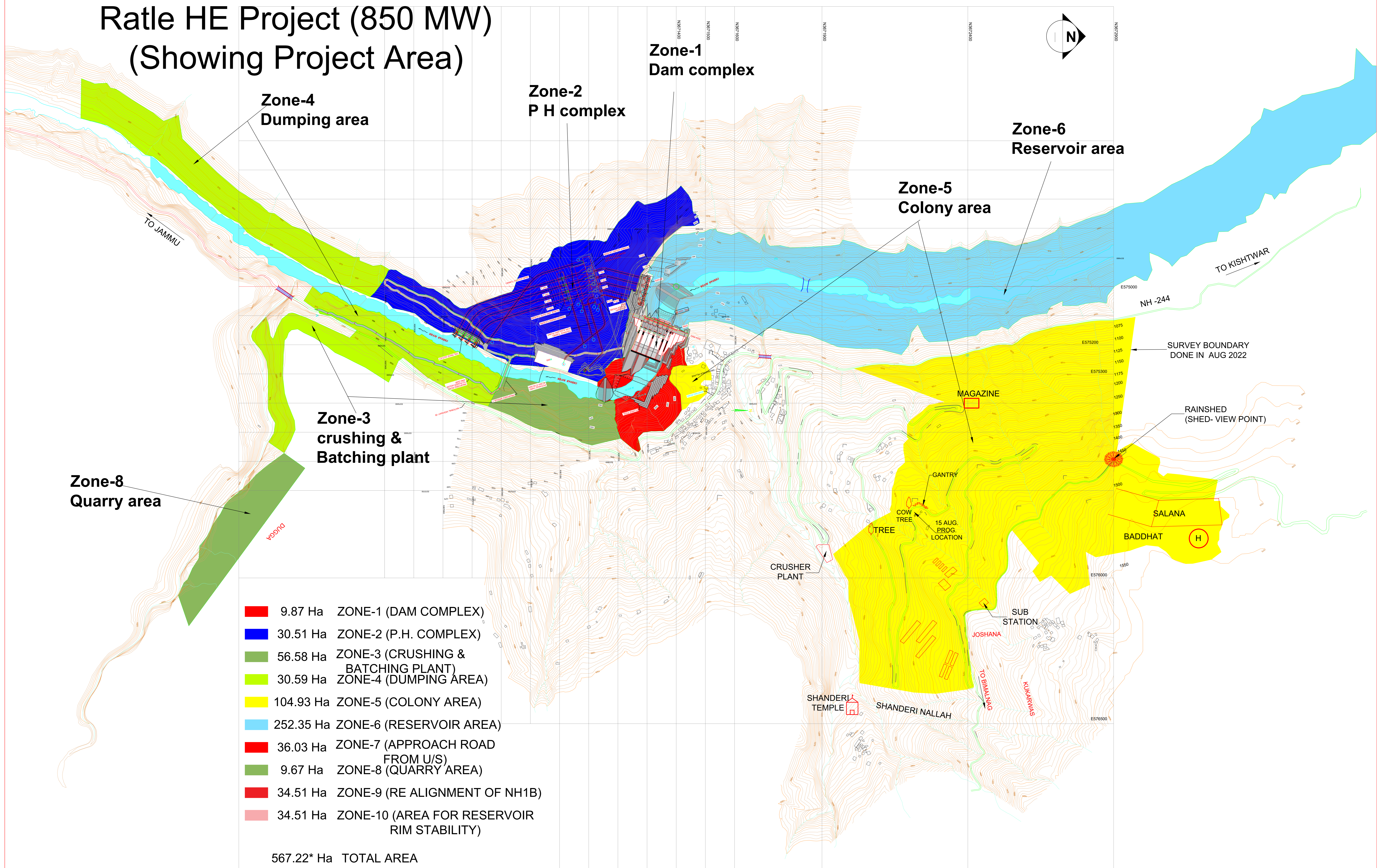
Schedule of Quantities & Prices

Name of Work : Providing Architecture and Structural Consultancy services for Planning & Design of Residential and non-residential buildings in Colony Area of Ratle HE Project, Drabshalla, Kishtwar, J&K

Tender Specification No. : RH/RATLE/P&C/C-019/2022 dt. 20.10.2022

<i>Sl. No.</i>	<i>Item Title</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Consultancy Fees (excluding GST)</i>	<i>GST (%)</i>	<i>GST Amount (Rs)</i>	<i>Amount (in Rs.)</i>
1	Preparation of Master Plan for development of entire Ratle Project Colony considering present & future needs (Phase-1&2)	As per scope of work	Lumpsum	Rs.			
2	Providing Architecture and Structural Consultancy services for buildings/ structures identified for tendering/ construction during stagewise development of Ratle Project Colony	As per scope of work	% of Estimated Construction Cost	%			
			TOTAL (including GST) =				Rs.

Ratle HE Project (850 MW) (Showing Project Area)



■	9.87 Ha	ZONE-1 (DAM COMPLEX)
■	30.51 Ha	ZONE-2 (P.H. COMPLEX)
■	56.58 Ha	ZONE-3 (CRUSHING & BATCHING PLANT)
■	30.59 Ha	ZONE-4 (DUMPING AREA)
■	104.93 Ha	ZONE-5 (COLONY AREA)
■	252.35 Ha	ZONE-6 (RESERVOIR AREA)
■	36.03 Ha	ZONE-7 (APPROACH ROAD FROM U/S)
■	9.67 Ha	ZONE-8 (QUARRY AREA)
■	34.51 Ha	ZONE-9 (RE ALIGNMENT OF NH1B)
■	34.51 Ha	ZONE-10 (AREA FOR RESERVOIR RIM STABILITY)
567.22*		TOTAL AREA