



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



E-TENDER DOCUMENT

FOR

SUPPLY OF SCALED MINIATURE 3D MODEL (ANIMATED) OF RATLE HEP (850 MW) INCLUDING DESIGN, FABRICATION & INSTALLATION AT KISHTWAR, J&K

Tender Specification No. : RH/RATLE/P&C/C-008/2022 dt. 25.01.2022

Tender ID : 2022_RHPCL_102966_1

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

TABLE OF CONTENTS

Sl. No.	Sections	Description
1.	SECTION- 0	Notice Inviting Tender (NIT)
2.	SECTION- I	Instructions to Bidders (ITB)
11.	SECTION- II	General Conditions of Contract
12.		Form of Agreement
13.		Performance Bank Guarantee Form
14.	SECTION- III	Schedule of Quantities and Prices
15.	SECTION-IV	Special Condition Of Contract
16.	SECTION-V	Drawings

SECTION - 0

NOTICE INVITING TENDER (NIT)

रतले हाइड्रोइलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड
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*

SECTION-0: NOTICE INVITING E-TENDER (NIT)

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 **“SUPPLY OF SCALED MINIATURE 3D MODEL (ANIMATED) OF RATLE HEP (850 MW) INCLUDING DESIGN, FABRICATION & INSTALLATION AT KISHTWAR, J&K”** on *Limited Tender Basis*.

Tender Specification No.: RH/RATLE/P&C/C-008/2022 dt. 25.01.2022

Tender document can be viewed and downloaded from Central Public Procurement Portal (CPPP) at <https://etenders.gov.in/eprocure/app>.

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

1.0 Brief Details & Critical Dates of Tender:

1.1 The brief details of the tender are as under:

Sl. No.	Item	Description
i)	Mode of tendering	e-Procurement System (Limited Tender) Cover-I: Online Techno-Commercial Bid Cover-II: Price Bid
ii)	Tender ID No.	2022_RHPCL_102966_1
iii)	Tender Reference No.	RH/RATLE/P&C/C-008/2022 dt. 25.01.2022
iv)	Estimated Cost.	₹5,72,650/- (Rupees Five Lakh Seventy Two Thousand Six Hundred Fifty Only) including GST.
v)	Period of Bid Validity	120 days
vi)	Completion Period	45 Days
vii)	Cost of Bidding Document	Not Applicable
viii)	Bid Security (EMD)	₹ 11000/- (Rupees Eleven Thousand only) (in the form of Demand Draft favouring “Ratle Hydroelectric Power

		Corporation Limited” payable at SBI Jammu, IFSC : SBIN0017695
ix)	Tender inviting Authority	Sr. Manager (E), P&C division, Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar (UT of J&K), Pin-182 204 Phone: 01995 – 295172, E-mail: pnc-rhpcl@nhpc.nic.in
x)	Venue for opening of bids	Procurement & Contracts Division, Ratle HE Project, Shalimar Colony, Distt. Kishtwar (UT of J&K), Pin-182 204.

1.2 The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Publish Date & Time	25.01.2022 (1730 Hrs)
ii)	Document Download Start Date & Time	25.01.2022 (1730 Hrs)
iii)	Document Download End Date & Time	09.02.2022 (1730 Hrs)
iv)	Online Bid Submission Start Date & Time	25.01.2022 (1730 Hrs)
v)	Online Bid Submission End Date & Time	09.02.2022 (1730 Hrs)
vi)	Last date of submission of offline supporting documents at P&C division, Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar, (UT of J&K), Pin-182 204 Phone: 01995 – 295172.	12.02.2022 (1500 Hrs)
vii)	Bid Opening Date & Time i. Technical bid along with offline documents ii. Price bid	12.02.2022 (1700 Hrs) To be intimated separately

Note:

In case the last date of online bid submission and date of opening of bids are auto extended on CPP Portal, the last date of submission of “offline supporting documents” as mentioned at 1.2 (vi) above shall be deemed to be extended accordingly by the same numbers of days (i.e 03 Nos of days prior to the extended date of opening of bids in case auto extension happens on CPP portal).

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.
- 2.2.1 (a) The bidders who are incorporated legal entity and are legally and financially autonomous and operate under commercial law of their respective jurisdiction. Bidders should have valid PAN, GSTIN etc.

(b) Shortlisted bidders (as per approved list) found suitable for this work whose Login ID have been configured by the Employer at CPP Portal.

~~2.2.2 All Startups (whether MSEs or otherwise), falling within the definition as per Gazette notification G.S.R. 501(E) dt. 23.05.2017 are exempted from meeting the qualification criteria in respect of Prior Experience Prior Turnover subject to their meeting the quality and technical specification. However, the Purchaser reserves the right to deny such exemptions to Startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per Annexure-VI.~~

~~2.2.3 All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.~~

2.2.4 The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.

2.3 The Bidder should not have been banned / de-listed / black listed / debarred as on the date of submission of bid from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.

2.4 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is implementing Integrity Pact as per Clause No. 8.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed *[if applicable]* as per Clause 8.0 of ITB.

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

~~_____ To oversee the compliance under the Integrity pact, *[.....Name of IEM.....]* have been appointed as Independent External Monitor (IEM) by the Purchaser. The Contact Address of IEM is as under:-~~

~~_____ *[.....Address of IEM.....]*~~

2.5 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the contract. Bidders will submit duly notarized requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

- 3.0 The details/ information regarding online tendering i.e. Registration on CPP portal, Preparation of Bid and Submission of bid are available in the tender document and as well as on CPP Portal under “Bidders Manual Kit”.
- 4.0 RATLE HYDROELECTRIC POWER CORPORATION LIMITED reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

For & on behalf of Ratle Hydroelectric Power Corporation Limited

(-Sd-)
Senior Manager (E),
Procurement & Contracts division,
Ratle HE Project,
Office Complex, Shalimar Colony, Distt. Kishtwar,
Pin-182 204 (UT of J&K)
Email: pnc-rhpcl@nhpc.nic.in

SECTION - I
INSTRUCTIONS TO BIDDERS (ITB)

SECTION-I : INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

1.1 Online bids (e-tender) under two cover system are hereby invited for and on behalf of Ratle Hydroelectric Power Corporation Limited for **“SUPPLY OF SCALED MINIATURE 3D MODEL (ANIMATED) OF RATLE HEP (850 MW) INCLUDING DESIGN, FABRICATION & INSTALLATION AT KISHTWAR, J&K”** on *Limited Tender Basis* as per enclosed Schedule of Quantities & Prices. The complete tender can be downloaded from Central Public Procurement Portal **[https:// etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app)**.

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

1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:

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

1.3.1 REGISTRATION:

- i) The Bidder is requested to visit the link 'Bidders Manual Kit' at Central Public Procurement (CPP) Portal (URL: <http://etenders.gov.in/eprocure/app>). Bidders are required to enrol on the e-Procurement module of the CPP Portal (URL: <http://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment”, which is free of charge.
- ii) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- iii) During enrolment/ registration, the Bidder should **provide the correct/ true information** including valid email-id & mobile no. All the correspondence shall be made directly with the Contractors/ Bidders through email-id provided.
- iv) For e-tendering, possession of valid Digital **Signature Certificate** (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- v) Upon enrolment on CPP Portal for e-tendering, the Bidder has to register their

valid Digital Signature Certificate with their profile.

- vi) Only one valid DSC should be registered by a Bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- vii) Bidder can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

1.3.2 SEARCHING FOR TENDER DOCUMENTS

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

1.3.3 PREPARATION OF BIDS:

- (i) 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.
- (ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iii) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in pdf/xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white

option which helps in reducing size of the scanned document.

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

1.3.4 SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the Cost of bidding document/ EMD as per the instructions specified in the tender document. The original Cost of bidding document/ EMD should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT/ tender documents. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.
- (iii) While submitting the bids online through already downloaded/ saved tender in ‘My Tenders’ folder, the Bidder should read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders should select the payment option as ‘offline’ to pay the Cost of bidding document/ EMD and enter details of the DD/BC/BG.
- (v) Bidder should digitally sign and upload the required bid documents one by one in respective ‘Tender Cover’ as indicated in the tender document.
- (vi) Bidders should note that, the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

- (vii) Bidders are requested to note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) Utmost care shall be taken for uploading “Schedule of Quantities & Prices” and any change / modification of the price schedule shall render it unfit for bidding.

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

Bidders are requested to note that they should necessarily submit their financial bids in the ‘Finance’ cover in the format provided and no other format is acceptable. **If the template of “Schedule of Quantities & Prices” file is found to be modified/ tampered by the Bidder, the bid shall be rejected and further dealt as per provision of clause no. 12.0 of ITB including forfeiture of EMD.**

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

- (ix) Bidder should submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the eleventh hour.
- (x) After the bid submission (i.e. after clicking “Freeze Bid Submission” in the portal), the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidder should follow the server time being displayed on Bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the Bidder would be encrypted using PKI (Public Key Infrastructure) encryption

techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1.3.5 ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.

Toll Free Number 1800-3070-2232. Mobile No. +91-7878007972 and +91-7878007973.

2.0 Eligibility Criteria for Bidders:

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

2.2.1 (a) The bidders who are incorporated legal entity and are legally and financially autonomous and operate under commercial law of their respective jurisdiction. Bidders should have valid PAN, GSTIN etc.

(b) Shortlisted bidders (as per approved list) found suitable for this work whose Login ID have been configured by the Employer at CPP Portal.

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

~~Declaration in this regard is to be submitted by the Bidder as per Annexure-VI.~~

- 2.2.3 ~~All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience/Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.~~
- 2.2.4 The reference date for considering the period for eligibility/ qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.
- 2.3 The Bidder should not have been banned/ de-listed/ black listed/ debarred as on the date of submission of bid from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact, Self-declaration in this regard is to be submitted by the Bidder as per Annexure-III.
- 2.4 ~~To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is implementing Integrity Pact as per Clause No. 8.0 of this ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed [if applicable] as per Clause 8.0 of ITB.~~
- 2.5 The Bidder, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016, or as amended from time to time, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma.
- 2.6 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. Further, Local content/ Class-I local supplier etc. defined in Annexure-XII of ITB, in this regard bidders must submit undertaking as per format attached with Annexure-XIII.

Public Procurement (Preference to Make in India) order:

Definitions:

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

the total value, in percent.

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

Eligibility Criteria:

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

Verification of local content:

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

(b) The 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

2.7 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidders will submit duly notarized requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

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

3.0 Cost of bidding document: Not Applicable

3.1 Complete bid document can be viewed and downloaded from Central Public Procurement (CPP) Portal [https:// etenders.gov.in/eprocure/app ..](https://etenders.gov.in/eprocure/app..)

~~3.2 Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village 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 are exempted from furnishing the Cost of bidding document. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, for the goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~

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

4.0 Bid Security / Earnest Money Deposit (EMD)

4.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of Rs.11,000/- (Rupees Eleven Thousand only) as given in NIT appended hereto. Bid security / EMD may be deposited in the form of Demand Draft favouring "Ratle Hydroelectric Power Corporation Limited" payable at SBI Jammu, IFSC : SBIN0017695. Failure to do so may prevent a tender from being considered.

Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village 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 the goods/ services covered under this tender document are exempted from furnishing the cost of bidding document. They should furnish a **Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents** issued by above board/ body in their favors, **for the goods/ services covered under this tender document**. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.

Startups as recognized by DPIIT are exempted from furnishing the Bid Security / EMD. They should furnish with the Bid a Notarized copy of the valid Certificate of Recognition issued by DIPP. No other bidders are exempted from furnishing Bid Security / EMD except as mentioned elsewhere in the document.

- 4.2 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Purchaser, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto, without the consent of the Purchaser in writing during the period of validity of his offer, the Purchaser shall forfeit the Bid Security / EMD furnished by the bidder along with his offer.

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

- 4.3 Bids received unaccompanied by either an acceptable Bid Security / EMD or a notarized photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive.
- 4.4 Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Terms and Conditions of Contract (T&C). Bid Security / EMD of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Bid security / EMD of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the account mentioned in ECS Form (Annexure-VI) through ECS mode.

4.5 The Bid Security / EMD shall be forfeited:

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Purchaser, in regard thereto during the period of Bid validity specified by the bidder; or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 12.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 8.0); or
- (c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 10.7; or
- (d) If the successful bidder having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or
- (e) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with T&C.

5.0 The bidder shall prepare the bid and submit the bid online on **“Electronic Tendering System”** in following manner:

5.1 ONLINE SUBMISSION:

5.1.1 Cover-1: Techno-commercial bid

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

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

- i) All Documents establishing conformity to the Eligibility / Qualifying Criteria as mentioned at Clause 2.0 of ITB.
- ii) Demand Draft / Banker’s Cheque / Bank Guarantee / Notarized copy of valid relevant MSEs/Startup Certificate towards Bid Security / EMD as per relevant clause of ITB.
- iii) Self-Declaration regarding Banning/ Blacklisting/ as per Annexure-III of Section-I i.e. ITB.
- iv) Bid Proforma as per Annexure-I of Section-I i.e. ITB.
- v) ECS Form as per Annexure-IV of Section-I i.e. ITB.

- vi) Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006 alongwith notarized copy of certificate as per Annexure-V of Section-I i.e. ITB.
- vii) Declaration regarding applicability of Start-Ups under Start-Up India Initiative alongwith notarized copy of certificate as per Annexure-VI of Section-I i.e. ITB.
- viii) No deviation declaration as per Annexure-VII of Section-I i.e. ITB.
- ix) Declaration regarding Insolvency and Bankruptcy code 2016, (Annexure- VIII of Section -I) as per clause no. 2.5 of ITB.
- x) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules as per Annexure-IX of Section-I i.e. ITB.
- ~~xi) Declaration regarding availing the benefit under one category/status (i.e either MSEs or Startups) as per Annexure-XII of Section-I i.e. ITB.~~
- xii) Self-Certificate for Local Content/~~Cyber Security/e-Waste~~ as per attachment to Annexure-XIII of Section-I i.e. ITB.
- ~~xiii) Certificate regarding Procurement from countries sharing land border with India as per Annexures XVI & XVII of ITB.~~
- xiv) Scanned copy of Power of Attorney alongwith authority of executants.
- xv) Scanned copy of PAN, GSTIN .

5.1.2 Cover-2: FINANCIAL BID (PRICE-BID)

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

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Purchaser in any circumstances.

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.

5.2 OFFLINE SUBMISSIONS:

Hard copy / Supporting documents

Hard copy of following supporting documents forming part of Techno-Commercial bids shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification to **Sr. Manager (E), P&C division, Ratle HE Project, Office Complex, Shalimar**

Colony, Distt. Kishtwar (J&K), Pin – 182204” on or before the due date & time of submission as per NIT.

The sealed Envelope containing hard copy of documents shall be marked as “Hard copy(ies) of documents” for “**SUPPLY OF SCALED MINIATURE 3D MODEL (ANIMATED) OF RATLE HEP (850 MW) INCLUDING DESIGN, FABRICATION & INSTALLATION AT KISHTWAR, J&K**”

The scanned copy(ies) of all the offline documents (hard copies) are to be uploaded online on the portal alongwith the Bid as provided in ITB clause 5.1.

- ~~i) Integrity Pact along with Annex A and its Appendix I to IV as per **Clause 2.4** of ITB.~~
- ii) Demand Draft / Banker’s Cheque / Bank Guarantee / Notarized copy of valid relevant MSEs/Startup Certificate towards Bid Security / EMD as per relevant clause of ITB.
- iii) Power of Attorney alongwith authority of executants..

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

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

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

Late Bid: Online submission of the Bids (incl. attachments) will not be permitted on the portal after expiry of submission time and the Bidders shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy (ies) in original within the stipulated deadline, its bid shall be considered as late and shall not be considered at all any further. Offline documents, if received by the Employer after the deadline for submission of hard copies, then it will be considered as ‘**Late Bid**’ even if the bidder has uploaded the bid online within the deadline. In such a case, the bid uploaded on the portal shall not be considered.

- 5.3 The online bid (Techno-commercial Bid and Price Bid) shall be submitted upto the due date & time indicated in the NIT or any extension thereof. Offline documents (as specified at Clause No. 5.2 above) in Physical Form shall be received by the Purchaser at the address specified in Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids or any extension thereof. In the event of the specified date for submission of Offline documents being declared a holiday for the Purchaser, the same will be received upto the appointed time on next working

day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended, if any.

- 5.4 The Purchaser 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.

6.0 Bid Proforma

The bidder should fill in the Bid Proforma appended as Annexure-I herewith and submit the same online.

7.0 ECS Form

Bidders are required to submit duly filled in ECS Form appended as **Annexure-IV** herewith and submit the same online.

8.0 INTEGRITY PACT (NOT APPLICABLE)

~~To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is to implement a transparency pact.~~

~~The Pre-contract Integrity Pact *[if applicable]*, signed by all the prospective Bidders and the Purchaser 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 Purchaser shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Annexure-II) provided in the tender is a basic qualifying requirement.~~

~~Pre-contract Integrity Pact *[if applicable]* is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order.~~

~~To oversee the compliance under the Integrity pact, *[.....Name of IEM.....]* has been appointed as an Independent External Monitor (IEM) by the Purchaser. The Contact Address of IEM is as under:-~~

~~*[.....Address of IEM.....]*~~

9.0 Online opening of Bids by Purchaser:

- 9.1 The Purchaser will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/offline documents being declared a holiday for the

Purchaser, the opening shall be carried out at the specified time on the next working day.

- 9.2 Initially, the 'Techno-Commercial Bid' shall be opened and the 'Price Bid' of only those bidders whose Techno-Commercial bid is acceptable to the Purchaser shall be opened online subsequently. The decision of the Purchaser is final and binding in this regard.

10.0 Evaluation of Bids

- 10.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order and conforms to all the terms, conditions and specifications of the bid documents without any deviations.

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

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

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

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

The Purchaser may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, as per clause 10.1 of ITB.

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

- 10.3 During bid evaluation, the Purchaser may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 10.4 The bidder shall quote for all the items mentioned in the Price Bid. The evaluation of the bids shall be done based on the ~~item-wise price~~ / total prices as per BOQ_XXXX: Schedule of Quantities & Prices.
- 10.5 All applicable taxes, duties and levies as mentioned in BOQ_XXXX i.e. Schedule of Quantities & Prices shall be considered for the purpose of evaluation of bids.
- 10.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid Price'. Bid prices quoted by Bidder shall remain unaltered.
- 10.7 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between sub-total and the total price, the unit or sub-total price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure of the unit rates, the unit rates in words will prevail. If bidder does not accept the correction of errors, its bid will be rejected and the Bid Security / EMD will be forfeited in accordance with ITB sub-clause 4.5.

11.0 Award Criteria & Purchaser's Right to accept any bid and to reject any or all Bids

- 11.1 The Purchaser reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defence and security conditions, and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Bidder(s), who wish to seek reasons for such decision of cancellation/ rejection, shall be informed of the same by Purchaser unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an

offence.

- 11.2 The Purchaser shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.
- 11.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.
- 11.4 Subject to ITB Clause 11.1 and 11.2, the Purchaser shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract.
- 11.5 The Evaluated price arrived at in terms of clause 10.0 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total price quoted by the Bidder as per 'price bid' or the evaluated price as per clause 10.0 of ITB shall be considered.

12.0 Corrupt, Fraudulent, Collusive or Coercive Practices

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

- (a) for the purpose of this provision, the terms set forth below shall mean as under:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;
 - (v) An agreement called "Integrity Pact" between the prospective Bidders

and the Purchaser shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.

- (b) A Bid may be rejected by the Purchaser 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 Purchaser may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.
- (d) **Banning of Business Dealings:** It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:
 - i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
 - ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
 - iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract;
 - iv) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
 - v) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.;
 - vi) If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
 - vii) If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
 - viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency

recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;

ix) On any other ground upon which business dealings with the Agency is not in the public interest.

x) If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

13.0 Information w.r.t. MSME Development Act 2006

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

a. ~~Cost of bidding document:~~

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

b. Bid security / EMD:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village 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 the goods/ services are exempted from

furnishing the Bid Security deposit/ EMD.

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

Bids received unaccompanied by either an acceptable Bid Security / EMD or a Notarized copy of valid certificate of registration stated as above shall be rejected as being non-responsive.

c. Purchase Preference in favour of MSEs:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village 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 the goods/ services covered in this Tender document shall also be eligible for the Purchase Preference.

All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.

In tender, participating Micro and Small Enterprises (MSEs) quoting price within price band of $L_1+15\%$ shall also be allowed to supply a portion of the requirement by bringing down their price to L_1 price in a situation where L_1 price is from someone other than an MSE and such MSEs shall be allowed to supply at least 20% of total tendered value. In case more than one such MSEs, the supply will be shared proportionately (to tendered quantity).

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

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

met from other MSEs.

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

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

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

14.0 Check List (This Check List duly tick marked shall be submitted online)

Sl. No.	Document Required	Action required	Submitted Please tick (√)
1a)	Copies of Documentary evidences in support of the qualification criteria as per ITB Clause No. 2.0.	To be submitted in hard copy and uploaded online.	
b)	Self-declaration in original on Company's Letterhead:		
	Declaration regarding Banning/ Blacklisting/ Ineligibility as per Annexure-III	To be uploaded online.	
c)	Integrity Pact as per Performa i.e. Annexure II along with its Annexure A & Appendix I to IV duly signed & Stamped at each page.	To be uploaded online.	
2	Cost of Bidding Document	To be submitted in hard copy and uploaded online.	
	Not Applicable		(i)
3	Bid Security / EMD	To be submitted in hard copy and uploaded online.	
	(i) DD amounting to Rs.11,000/-		
	(ii) Notarized copy of certificate towards exemption of Bid Security / EMD.		
4	Power of Attorney along with authority of executants.	To be submitted in hard copy and uploaded online.	
5	PAN - Copy of PAN card	To be uploaded online.	
6	GSTIN	To be uploaded online.	

7	Bid Proforma i.e. Annexure-I	To be uploaded online duly filled in.	
8	Self-Declaration by the bidder i.e. Annexure-III	To be uploaded online duly filled in.	
9	ECS Form i.e. Annexure-IV	To be uploaded online duly filled in.	
10	MSMED declaration as per Performa. i.e. Annexure-V	To be uploaded online duly filled in.	
11	Start-up declaration as per Performa. i.e. Annexure-VI	To be uploaded online duly filled in.	
12	No deviation declaration i.e. Annexure-VII	To be uploaded online.	
13	Declaration regarding Insolvency and Bankruptcy Code 2016 (Annexure-VIII)	To be uploaded online.	
14	Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-IX of Section-I)	To be uploaded online duly filled in.	
15	Declaration regarding availing the benefit under one category/status (i.e either MSEs or Startups) (Annexure-XII of Section-I)	To be uploaded online duly filled in.	
17	Self-Certificate for Local Content /Cyber Security/e-Waste, i.e. Annexure-XIII	To be uploaded online duly filled in.	
18	Certificate regarding Procurement from countries sharing land border with India, i.e. Annexures-XVI & XVII	To be uploaded online duly filled in.	
19	Check List	To be uploaded online duly filled in.	

FOUR KEY INSTRUCTIONS for BIDDERS

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

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

first-time users of portal, the fourth instruction is relevant at all times.

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

-----X-----

ANNEXURE-I
(to be filled and uploaded online)

BID PROFORMA

Sl. No.	Description of information	Replies by the bidder					
1.	Name of the firm :						
2.	Complete address of Regd./Head Office						
	i) Postal :						
	ii) Telephone/Fax :						
	iii) E-mail :						
3.	Former name of the Firm (if any) :						
4.	Type of the firm (Proprietary / Partnership / Private Ltd. Co. / Public Ltd. Co.) :						
6.	Whether MSE or Start-Up (tick in the appropriate box) :	<table border="1"><tr><td>MSE</td><td>Start-Up</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>	MSE	Start-Up	<input type="checkbox"/>	<input type="checkbox"/>	
MSE	Start-Up						
<input type="checkbox"/>	<input type="checkbox"/>						
5.	Year and place established :						
6.	Are you registered with any Government/ (if yes, give Details) for supply of similar Items / Equipments covered under the Specifications :						
7.	Have your Company ever been declared Bankrupt (if yes, give details)? :						
8.	Validity period of tender, reckoned from : the last date of online bid submission	120 days					
9.	Whether all technical particulars, drawings etc., are furnished and filled : in all schedules, appended to the tender documents.						

10. Rate of Taxes & Duties : (Mention here only % rates as applicable)
a) GST :(%)
b) Any Other Tax, If any :(%)

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

12. PAN :

13. HSN Code/SAC : (To be mentioned HSN/SAC Codes against the items under Scope of Work as per Schedule of quantity & Prices)

Station : _____

Date : _____

For & on behalf of _____

Signature : _____

Name : _____

Designation : _____

(of the authorized representative of the bidder)

Official Seal of the Company :

ANNEXURE-II

(To be filled and uploaded online)

(Format of Integrity Pact)

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

PRE CONTRACT INTEGRITY PACT

Between

~~Rattle 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 _____

Place _____

Date_____

Date_____

Witness1._____
(Name and address)

Witness1._____
(Name and address)

2._____
(Name and address)

2._____
(Name and address)

Annexure-A to Integrity Pact

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 Rattle 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 Rattle 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 offices 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 Rattle Hydroelectric Power Corporation Limited.

Note: Strikeout whichever is not applicable

Appendix –IV

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

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

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

ANNEXURE-III

(To be filled and uploaded online)

(Format for declaration by the Bidder)

Self-Declaration by the Bidder

I/We, M/s _____ *(Name of Bidder)* hereby certify that I / We have not been banned / de-listed / black listed / debarred 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.

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

(Seal & Signature of Bidder)

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

ANNEXURE-IV

(to be filled and uploaded online)

ECS - Form

**RATLE HYDROELECTRIC POWER CORPORATION LIMITED
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**

No. :

1. BIDDER'S NAME : _____

a) ADDRESS : _____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____

Telephone No. : _____

d) IFSC OF THE BANK :

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

(For payment through RTGS)

e) ACCOUNT TYPE :

--	--

(S.B. Account/ Current
Account or/ Cash Credit with
code 10/11/13)

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

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

Date : _____ (-----)
Signature of the Bidder

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

(Bank's Stamp)

Date: _____ (-----)
Signature of the Authorized

Official from the Bank

**Declaration regarding applicability of Micro, Small & Medium Enterprise under
MSMED Act, 2006**

DECLARATION / UNDERTAKING

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

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

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

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

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

(Authorized Representative of Firm)

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

DECLARATION / UNDERTAKING

A) I/We confirm that the provisions of Start-Up India Initiatives are:

Applicable to us and our organization falls under the definition of Start-Ups.

Not applicable to us and our organization does not fall under the definition of Start-Ups.

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

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

*(Authorized Representative
of Firm)*

DECLARATIONS
(to be submitted by bidder)

S. No.	Declaration Type	Declaration	Acceptance/ Rejection
1.	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.	
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document (including ITB, Conditions of Contract, Scope of work and Technical Specifications of work) and we agree to abide by the same unconditionally.	
3.	Correctness of bid	We hereby declare that information furnished with Bid is correct in all respect.	

Signature & Seal of Bidder

ANNEXURE-VIII

(To be filled and uploaded online)

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

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 and/or our Parent/Holding company
_____ (Name of Parent/Holding company)

*

(Seal & Signature of Bidder)

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

**Strike out if not applicable*

Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules
(To be submitted on letter head)

To,

M/s Ratle Hydroelectric Power Corporation Limited
Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar, Pin-182 204 (UT of J&K)
Sub.: Tender no.....

Dear Sir,

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

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

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

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ANNEXURE-X

(To be filled, submitted in hard copy, emailed and uploaded online)

Format for Submitting Detail of online Bank Transfer (NEFT/ RTGS) towards Tender Fee

i. **Tender Reference No.:-** _____ **Date:-**

ii. **E-Tender ID:** _____

iii. **Name of the Work:**

For Tender Fee

i. **Amount: - Rs.** _____

ii. **UTR No. :-** _____ **Date:-**

(Signature & Stamp of the bidder)

Note: The bidder(s) who has submitted the Tender Fee and EMD/ Bid security through online bank transfer (NEFT/ RTGS) is required to submit the complete payment detail in above Format **along with copy of Transaction Slip/Receipt** to Tender inviting Authority at email id: **pnc-rhpcl@nhpc.nic.in** not later than the last date of submission of online bid as given in NIT. Such submission shall be subject to verification by Ratle Hydroelectric Power Corporation Limited. The scanned copy shall also be uploaded online along with Technical bid and hard copy shall be submitted along with Offline documents as per Cl. No. 5.1.1 & 5.2.

ANNEXURE-XI

(To be submitted offline as well as uploaded online)

FORMAT OF BID SECURITY DECLARATION IN LIEU OF EMD/BID SECURITY

(To be executed on Letter head)

No: Date:

To

M/s Ratle Hydroelectric Power Corporation Limited

Name of Work: **SUPPLY OF SCALED MINIATURE 3D MODEL (ANIMATED) OF RATLE HEP (850 MW) INCLUDING DESIGN, FABRICATION & INSTALLATION AT KISHTWAR, J&K.**

~~I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], shall not be withdrawn or varied during the period of validity i.e. not less than 120 (one hundred twenty) days from the last date of online submission of Bid.~~

~~I, [Name of the bidder], also accept the fact that in case the bid is withdrawn or any of the terms & conditions is modified in regard thereto during the period of bid validity or in the case of a successful bidder, if we fail within the specified time limit to sign the Agreement or we fail to furnish the required performance security or if we adopt corrupt or collusive or coercive or fraudulent practices covered under ITB clause 13.0 or commit defaults under Integrity Pact, then [Name of the bidder] will be suspended for participation in the tendering process for the works of Ratle Hydroelectric Power Corporation Limited and works under other Centrally Sponsored Schemes, for a period of 02 (two) year from the date of establishment of default of bidder/Contractor by Ratle Hydroelectric Power Corporation Limited.~~

Place: _____ (Signature of the Authorised Signatory)

Date: _____ Name:

_____ Designation:

_____(Official Seal)

Note:

~~* Bid Security Declaration should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of attorney to bind the Bidder. Power of Attorney in favour of this person to do so should be enclosed with the bid.~~

ANNEXURE-XII

Sub: Public Procurement (Preference to Make in India) Order 2017 for Goods/ Services/ Works including turnkey projects.

Ref.: Department for 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.

The Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry has issued directive/policy vide order no. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 in supersession to previous orders dated 15.06.2017, 28.05.2018, 29.05.2019 and 04.06.2020 to be adopted by all PSUs/CPSEs/Central/State Govt. Utilities with immediate effect to encourage "Make in India" initiatives and to promote manufacturing/production in India with a view to enhancing income and employment. The directives under Public Procurement (Preference to Make in India) Order, 2017 include following:

A) Definitions

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

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

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

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

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

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

Works: means all works as per Rule 130 of GFR-2017, and shall also include Turnkey works, Engineering, Procurement & Construction (EPC) Contracts and Services include System Integrator (SI) contracts.

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

- a) For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.
- b) For procurement of Goods/Services/Works, not covered under a) above and

having estimated value less than INR 200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In Global tender enquiries, Non-local suppliers shall also be eligible to bid alongwith Class-I and Class-II local suppliers.

The above criteria shall be subject to compliance of following:

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

C) Procedure for Purchase Preference

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

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

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

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

(c) For procurement of goods / works, which are covered by para B(b) and not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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

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

Applicability in tenders where contract is to be awarded to multiple bidders

=

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents . However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of

the tendered quantity.

First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class- I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

D) Verification of local content

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

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

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

Self-Certificate for Local Content/~~Cyber Security/e-Waste~~

*We [name of manufacturer/Bidder] hereby confirm, in respect of quoted item(s) for Schedules of Quantities & Prices of the subject tender, that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' as per Annexure-XII of ITB.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....
.....

* Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

SECTION – II

**GENERAL CONDITIONS OF CONTRACT
FORM OF AGREEMENT
PERFORMANCE BANK GUARANTEE FORM**

SECTION-II

GENERAL CONDITIONS OF CONTRACT

INDEX

Sr. No.	Description	Page
1.	Definition of Terms.....	1
2.	Contractor to Inform Himself Fully	3
3.	Agreement	3
4.	Performance Guarantee	3
5.	Contract Drawings	4
6.	Mistake in Drawing.....	5
7.	Subletting of Contract	5
8.	Patent Rights	5
9.	Materials and Workmanship	6
10.	Inter Changeability	6
11.	Packing and Marking	6
12.	Fencing and Lighting For Works	7
13.	Power to Vary Or Omit Work	7
14.	Negligence	8
15.	Compliance with Regulations.....	9
16.	Death, Insolvency and Breach Of Contract.....	9
17.	Date of Completion	9
18.	Delay in Supply / Erection.....	9
19.	Management Meetings	10
20.	Early Warning	10
21.	Cash Flow Forecast.....	10
22.	Extension of Time for Completion.....	10
23.	Suspension	11
24.	Use of Roads	12
25.	Wastage of Materials	12
26.	Surplus Materials	12
27.	Safety of Staff And Labourers.....	12
28.	Progress Report.....	12

29.	Deviations from Specification	13
30.	Responsibility of The Contractor	13
31.	Training of Purchaser's Staff	13
32.	Inspection and Testing	13
33.	Delivery of Plant	15
34.	Work On Site	15
35.	Engineer's Supervision.....	15
36.	Engineer-in-charge's Decision.....	15
37.	Contractor's Representative and Workmen.....	16
38.	Liability for Accidents And Damages	16
39.	Insurance.....	17
40.	Replacement of Defective Work Or Material	17
41.	Terms of Payment	17
42.	Deductions from Contract Prices	18
43.	Final Bill.....	18
44.	Payment upon Termination	19
45.	Permits and Visas	19
46.	Regulations of Local Authorities	19
47.	Due Date of Payments	19
48.	Test On Completion	19
49.	Rejection of Defective Plants/Works	20
50.	Taking Over.....	20
51.	Warranty.....	21
52.	Force Majeure	21
53.	Settlement of Disputes	22
54.	Court of Competent Jurisdiction	23
55.	Construction of Contract.....	23
56.	Breach of Contract	23
57.	Marginal Notes and Captions	23
58.	Address of The Contractor And Notices And	23
	Communications On Behalf Of The Purchaser	
59.	Contract Document and Matters To Be Treated.....	24
	As Confidential	

SECTION II

GENERAL CONDITIONS OF CONTRACT

DEFINITION OF TERMS

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

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

- ix) The '**Engineer**' shall mean the officer placing the order for the work to the Contractor and such other officer as may be authorised and appointed in writing by the Purchaser to act as Engineer for the purpose of the Contract and in case no such officer has been so appointed, the Purchaser or his duly authorised representative.
- x) The '**Engineer-in-Charge**' means the person appointed by the Corporation in the manner provided hereof and named as such in SCC to perform duties delegated by the Corporation. The Engineer-in-Charge shall represent and act for & on behalf of the Purchaser at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.
- xi) The '**Inspector**' shall mean any person or persons nominated by the Purchaser and/or the Engineer to inspect stores or works under the agreement and/or his duly authorised representative appointed to act as the Inspector.
- xii) '**Letter of Award**' shall mean the Purchaser's letter conveying his acceptance of the bid, subject to such reservations as may have been stated therein.
- xiii) '**Month**' shall mean English calendar month.
- xiv) Words imparting '**person**' shall include Firms, Companies, Corporations and other bodies whether incorporated or not.
- xv) '**Plant**', '**Equipment**', '**Material**', '**Work**', or '**Works**' shall mean respectively the plant, equipment and material to be provided and work or works to be done by the Contractor under the Contract.
- xvi) The '**Purchaser**' or the '**Corporation**' shall mean the 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 and shall include its successors and permitted assigns.
- xvii) Words imparting the '**Singular only**' shall also include the plural and vice versa, where the Contract so requires.
- xviii) The '**Site**' shall mean the land/and or other places on, into or through which the work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
- xix) The '**Specification**' shall mean the specification as per the Contract or bid, as the case may be, and the schedules thereto (if any) and subsequent

amendments mutually agreed upon in writing.

- xx) The '**Subcontractor**' shall mean the person, firm/Company named in the Contract for any part of the work or any person, to whom any part of the Contract has been sublet with the consent in writing of the Engineer-in-Charge, and the heirs, legal representatives, permitted successors and assigns of such persons.
- xxi) The terms used under "**Technical Specification and Acceptance Test**" shall have the meaning given to them in relevant issue of the Bureau of Indian Standards or their approved equals applicable on the date of Letter of Award.
- xxii) '**Tests on completion**' shall mean such tests, as are prescribed in specification, to be carried out by the Contractor to the satisfaction of the Engineer-in-Charge before the work is taken over by the Engineer-in-Charge.
- xxiii) '**Writing**' shall include any manuscript, typewritten or printed, statements, under or over signature or seal as the case may be.
- xxiv) The expression '**Works**' or '**Work**' shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of the Contract constructed to be executed whether temporary or permanent and whether original, altered, substituted or addition.
- xxv) 'Terms and Expression not herein defined shall have the same meaning as assigned to them in the Indian Sales of Goods Act 1930, failing that in the Indian Contract Act, 1872 and failing that in the General Clauses Act 1897 or any such Act as the case may be.

CONTRACTOR TO INFORM HIMSELF FULLY

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

AGREEMENT

- 3.1.1 After issue of the Letter of Intent / Award, the Purchaser shall prepare the Agreement on the stamp paper on the Form enclosed as Annexure I for Supply

& Erection contracts and the parties shall sign the said Agreement within 30 Days from the date of issue of Letter of Intent / Award. The expenses of completing and stamping the agreement shall be borne by the Contractor. The Contractor shall furnish 3 sets of such Contract Agreements to the Purchaser. After the Agreement, one original set shall be handed over to the Contractor and the remaining two sets shall be retained by the Purchaser.

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

PERFORMANCE GUARANTEE

Within 28 days after receipt of notification of award, the Contractor shall furnish to the Engineer-in-Charge a bank guarantee from an Indian Nationalised Bank or State Bank of India or any Scheduled Bank in India on the Form enclosed as Annexure II to these General Conditions for an amount equal to (3) three percent of the Contract Price by way of guarantee for the due and faithful performance of the Contract along with the other terms and conditions agreed to. If the Contract Price increases or decreases due to variations as mentioned in Clause 13.1 to 13.5 of the General Conditions of the Contract, the amount of Performance Bank Guarantee shall remain unaltered until the amount of such variations does not exceed 20% of the originally awarded Contract Price. Once the amount of variations as above, exceeds 20% of the originally awarded Contract Price, the amount of the PBG shall be increased or decreased by an amount equal to 3% (three percent) of the amount of variations so ordered with reference to the originally awarded Contract Price so that the total amount of PBG shall remain as 3% of the revised Contract Price (i.e. original Contract Price plus variations). The Performance guarantee shall be valid during the entire warranty period as per Clause No. 51.1 to 51.4 of these General Conditions of Contract. Subject to the requirement of variations exceeding 20% of the original Contract Sum as specified above, the Contractor shall, at his own cost, furnish within one month from the date of issue of change orders for the variations, amended / revised /additional Bank Guarantee, required due to variations in the Contract price, and also get the validity period of bank guarantee furnished by him, extended from time to time till the completion of warranty period as per the provisions of the Contract. The Contractor shall furnish extended / revised bank guarantee to the Purchaser one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended / revised Bank Guarantee is not received by the Purchaser within the specified period of one month, the Purchaser entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.

- 4.1.1** On due completion and commissioning of work in all respect and on expiry of the warranty period as per clause 51.1 to 51.4 of these General Conditions, the bank guarantee shall be returned to the contractor without any interest on presentation of an absolute "No Demand Certificate" from the Purchaser and upon the return, in good conditions, of any Specifications, Drawings, tools or tackles or any other property belonging to the Purchaser which may have been issued to the Contractor. Provided

always that the Purchaser shall be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Purchaser.

~~4.1.2 Waiver of Security Deposit up to the Monetary Limit for which SSI units is registered with NSIC under its single point registration scheme shall be considered.~~

CONTRACT DRAWINGS

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

MISTAKE IN DRAWING

- 6.1** The Contractor shall be responsible for and shall pay the cost for alternations of the work due to any such discrepancies, errors and omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer-in-Charge or not, provided that if such discrepancies, errors, or omissions are due to inaccurate information or particulars furnished to the Contractor by the Purchaser, any alternations in the work necessitated by reasons of such inaccurate information or particulars shall be paid for by the Purchaser.
- 6.2** If any dimension figured upon a drawing or a plan differ from that obtained by scaling the drawings or plan, the dimension as figured in the drawing or plan shall be taken as correct.

SUBLETTING OF CONTRACT

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

PATENT RIGHTS

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

MATERIALS AND WORKMANSHIP

- 9.1** All plants, materials, etc., as may be required to be supplied and/or used and all such work to be executed by the Contractor in terms of the Contract and as per the specification, shall be of the best quality and workmanship, capable of satisfactory operation under the operating and atmospheric conditions as may be specified in the Contract. Unless otherwise specified they shall conform in all respects to the requirements of the latest edition of the relevant Indian Standard specifications on that behalf.
- 9.2** Contractor may offer equipments, materials etc., as aforesaid, manufactured in accordance with other well recognized standards but shall, in that case, supply a copy in English language of the standard specifications adopted by them and shall clearly mention in what respect such standard specifications differ from corresponding Indian Standard Specifications. These should comply with one consistent set of standards only as far as possible.
- 9.3** All materials shall be erected after being approved and passed by the Engineer-in-Charge. The erection shall be done according to the best practices being followed with the best erection equipments and tools, so as to give satisfactory results. The dimensions shown on the drawings shall be adhered to strictly and work performed to the satisfaction of the Engineer-in-Charge. The Contractor shall guarantee all workmanship executed by him to be free from defects whatsoever.

INTERCHANGEABILITY

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

PACKING AND MARKING

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

- b) Destination.
 - c) The relevant marks, reference numbers etc. for easy identification.
- 11.3** Each package shall also be accompanied with detailed packing lists to facilitate checking up of the contents at the destination.

FENCING AND LIGHTING FOR WORKS

- 12.1** The Contractor shall at all times, provide sufficient fencing, notice boards, lights and watchmen to protect and guard the work. In case, the Contractor fails to make such provision or any provision made by him is considered by the Purchaser to be inadequate, the Purchaser may make such provision or further provisions, as he may consider necessary and charge the cost thereof to the Contractor.
- 12.2** If during, the period of erection, the Contractor or his workmen or servants shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused by any cause whatsoever to other works whether in progress or completed forming part of the work, for which the plant is being installed, or if any imperfections become apparent in these works the cause of which imperfections are attributable to the Contractor or his workmen or servants, the Contractor shall make good such damages and imperfections and if he fails to do so within a reasonable time, the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may be due on them or at any time thereafter become due to the Contractor or from his Performance Guarantee or the proceeds of sale thereof or of a sufficient portion thereof may recover otherwise.

POWER TO VARY OR OMIT WORK

- 13.1** No alternations, amendments omissions, additions, substitutions, or variations of the work (hereinafter referred to as 'Variations') under the Contract shall be made by the Contractor except those directed in writing by the Engineer-in-Charge, but the Engineer-in-Charge shall have full power subject to the provisions hereinafter contained, from time to time during the execution of the Contract by giving notice in writing, to instruct the Contractor to make such variation, provided the variation so ordered / instructed shall not result in change of the scope of the Contract and the Contractor shall carry out such variations, and be bound by the same conditions as if the said variations occurred in the Contract.
- 13.2** If any suggested variation would in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer-in-Charge thereof in writing, and the Engineer-in-Charge shall decide forthwith whether or not the same shall be carried out, and if the Engineer-in-Charge confirms his instruction, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The

decisions of the Engineer-in-Charge in this regard shall be final and binding.

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

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

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

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

NEGLIGENCE

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

such work as aforesaid.

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

COMPLIANCE WITH REGULATIONS

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

DEATH, INSOLVENCY AND BREACH OF CONTRACT

- 16.1** The Purchaser may at any time, by giving notice, in writing summarily determine the Contract without compensation to the Contractor in any of the following events, that is to say:
- i) If the Contractor being an individual, or a firm or any partner thereof, shall at any time, be adjudged insolvent or shall have received order for administration of his estate made against him or shall take any proceeding for compensation under the Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm has been dissolved under the Partnership Act; or
 - ii) If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the court or Debentureholders to appoint a Receiver, Liquidator or manager; or

- iii) If the Contractor commits any breach of the Contract not herein specifically provided in the Contract.

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

DATE OF COMPLETION

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

DELAY IN SUPPLY/ ERECTION

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

MANAGEMENT MEETINGS

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

EARLY WARNING

- 20.1** The Contractor is required to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may delay the execution of works. The Engineer-in-Charge may require the Contractor to

provide an estimate of the expected effect of the event or circumstance and Completiondate.

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

CASH FLOW FORECAST

- 21.1** When the Program is updated, the Contractor is to provide the Engineer-in-Chargewith an updated cash flow forecast.

EXTENSION OF TIME FOR COMPLETION

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

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

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

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

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

SUSPENSION

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

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

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

23.2 If

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

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

23.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 23.1 to 23.2, then the Time for

Completion shall be extended in accordance with GCC Clause 22.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Purchaser to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract, by the Contractor.

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

USE OF ROADS

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

WASTAGE OF MATERIALS

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

SURPLUS MATERIALS

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

SAFETY OF STAFF AND LABOURERS

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

PROGRESS REPORT

- 28.1** Fortnightly reports showing the actual progress made in the receipt of materials by the Contractor and in completion of various works shall be regularly submitted

in duplicate by the Contractor to the Engineer-in-Charge and Engineer of the Contract.

DEVIATIONS FROM SPECIFICATION

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

RESPONSIBILITY OF THE CONTRACTOR

30.1 The Contractor shall guarantee and be entirely responsible for the execution of Contract in accordance with the specification, schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, correct delivery of materials within the guaranteed completion and warranty period. He shall also guarantee and be responsible for the correct designs and drawings and their accuracy, conformity of all works to the approved designs and drawings their erection, within the guaranteed completion and performance within the warranty period.

30.2 The Purchaser shall have the right to require the Contractor to make any such change in the designs which may be necessary in the opinion of the Engineer-in-Charge to make the Plant and Works as the case may be, conform to the provisions & contents of the specification, without any extra cost to the Purchaser. Approval by the Engineer-in-Charge or by the representative of the Purchaser, to the Contractor's or sub-contractor's drawings, designs, materials or of other parts of the works involved in the Contract, or of test carried out either by the Contractor or by the Sub-Contractor shall not relieve the Contractor of any requirements/obligations of the specification or of the responsibility/obligation for the correctness of the Contractor's design and drawings. Any manufacture or the work performed prior to the approval of drawings and tests will be at the risk and cost of the Contractor.

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

TRAINING OF PURCHASER'S STAFF

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

INSPECTION AND TESTING

32.1 The Engineer-in-Charge and his duly authorised representatives shall have, at

all reasonable times access to the Contractor's premises, and shall have the power, at all reasonable time, to inspect and examine the materials and workmanship of the plant during its manufacture shop assembly and tests and if part of the plants is being manufactured on other premises, the Contractor shall obtain for the Engineer-in-Charge and his duly authorised representative, permission to inspect it as if the plant was manufactured on the Contractor's own premises.

- 32.2** The Engineer-in-Charge shall, on giving seven days notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of workmanship connected with such work which in his opinion, are not in accordance with the Contract or/are, in his opinion, defective for any reason, whatsoever provided that, if such notice be not sent to the Contractor within a reasonable time after the grounds upon which such notice is based have come to the knowledge of the Engineer-in-Charge, he shall not be entitled to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise all tests shall be made at the Contractor's works before shipment.
- 32.3** The Contractor shall, if required, give the Engineer-in-charge, notice of any plant, being ready for testing, and the Engineer-in-charge or his representative, if so desired, shall, on giving twenty-four hours previous notice in writing to the Contractor, attend at the Contractor's premises within fifteen days of the date on which the plant is notified as being ready failing which, visit or alternatively if the Purchaser, at its own discretion waives of the inspection and testing the Contractor may proceed with the tests which shall be deemed to have been made in the Engineer-in-Charge's presence, and he shall forthwith forward to the Engineer-in- Charge duly certified copies of the test results and certificates in six copies for approval of the Purchaser. The Plant shall be despatched only after the test certificates have been approved by the Purchaser in writing.
- 32.4** In all cases where the Contract provides for tests, whether at the premises of the Contractor or of any sub-contractor except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments, as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the Contract, and shall give facilities to the Engineer-in- Charge or to his authorised representative to accomplish such testing.
- 32.5** If special tests other than those specified in the Contract, are required, they shall be paid for by the Purchaser as 'Variation' under Clause 13.1 to 13.5. If inspection is got done through an independent authority at the option of the Purchaser, the inspection fee, if any, shall be paid by the Purchaser.
- 32.6** When the tests have been satisfactorily completed at the Contractor's works, the Engineer-in-Charge or his authorised representative shall issue a certificate to this effect. The Engineer-in-Charge or his authorised representative will jointly seal the material inspected in testimony of inspection being carried out by him.
- 32.7** Neither the waiver of inspection nor acceptance after inspection by the Purchaser shall, in any way, relieve the Contractor of the responsibility of supplying the plant & equipment strictly in accordance with the specifications, drawing etc.

- 32.8** Immediately after the acceptance of the bid of the Contractor, the Contractor shall send four copies of mill or ship orders for materials purchased for use in manufacture which will be required to be inspected at points other than the Contractor's work before shipment. All such orders shall quote the requirements of specifications for the materials to be furnished and shall mention where the materials are to be manufactured.
- 32.9** In all cases where the Contract provide for tests on the site, the Purchaser, except where otherwise specified, shall provide, free of charges, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be required from time to time, as may reasonably be demanded to carry out such test of the plant or workmanship in accordance with the Contract. In the case of the Contractor requiring electricity for tests on site, such electricity shall be supplied to the Contractor in the most convenient form available.

DELIVERY OF PLANT

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

WORK ON SITE

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

34.3 The Purchaser shall ensure readiness of the associated Civil works including foundations matching with the requirements at site as per the Inspection Schedule approved by the Engineer-in-Charge.

ENGINEER'S SUPERVISION

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

ENGINEER-IN-CHARGE'S DECISION

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

CONTRACTOR'S REPRESENTATIVE AND WORKMEN

37.1 The Contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer-in-charge by the Contractor, to superintend the erection and carrying out of the works. The said representative, or if more than one be employed, then one of the representatives shall be present on the site during working hours, and any written orders, or instructions which the Engineer-in-Charge or his duly authorised representative, whose name shall have been previously communicated in writing to the Contractor, may give to the said representative of the Contractor, shall be deemed to have been given to the Contractor.

37.2 The Engineer-in-Charge shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who, in his opinion, misconduct himself or be incompetent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer-in-Charge of notice in writing requiring him to do so and shall provide in his place competent representative at the Contractor's expense.

LIABILITY FOR ACCIDENTS AND DAMAGES

38.1 The Contractor shall be responsible for loss, damage or depreciation of goods or plant / equipment upto delivery at site to the authorised consignee of the Purchaser.

38.2 The Contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over as per clause 50.1 to 50.4 of these General Conditions or is deemed under that clause to have been taken over provided

always that the Contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 50.1 to 50.4.

- 38.3** Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to person or damage to property resulting from the negligence of the Contractor or from defective design or work, but not from other causes.
- 38.4** Provided the Contractor shall not be liable for any loss of profit or any loss out of Contract or any other claim made against the Purchaser not already provided for in the Contract, nor for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contractor has no control nor shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 38.5** The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims, demands, costs or expenses caused in connection with injuries (other than such as may be attributable to the Purchaser or his employees) suffered prior to the date when the Plant shall have been taken over under clause 50.1 to 50.4 hereof by persons employed by the Contractor or his sub-contractor on the work whether at common law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of Contract relating to the question of the liability of employers for injuries suffered by employees, and will, if called upon to do so, take out the necessary policy or policies of insurance to cover such indemnity.
- 38.6** In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall with the assistance, if he so requires, of the Purchaser, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case, the Purchaser shall at the request and expense of the Contractor afford all reasonable and available assistance for any such purpose.

INSURANCE

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

REPLACEMENT OF DEFECTIVE WORK OR MATERIAL

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

TERMS OF PAYMENT

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

41.1.1 FOR SUPPLY OF PLANT / EQUIPMENT ETC.:

A. FOR SUPPLIES

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

B. ERECTION & COMMISSIONING

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

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

- 41.2** All payments will be made in Indian Rupees, unless otherwise specified in the Contract.
- 41.3** In the event of the Supplier/Contractor not being able to supply the materials or to carry out works in accordance with the terms of the Contract, the Purchaser shall have the right to recover any sums, advance from the Contractor and from his assets.

DEDUCTIONS FROM CONTRACT PRICES

- 42.1** All costs, claims, damages or expenses which the Purchaser may have paid for which under the Contract the Contractor is liable, may be deducted by the Purchaser from the proceeds of the Performance Guarantee or from any money due or which may become due to the Contractor under the Contract.
- 42.2** Any sum of money due and payable to the Contractor (including Performance Guarantee returnable to him) under this Contract may be appropriated by the Purchaser and set off against any claim of the Purchaser out of or under any Contract made by the Contractor with the Purchaser.
- 42.3** It is an agreed terms of the Contract that the sum of money so withheld if retained under this clause by the Purchaser shall be kept, withheld or retained as such by the Purchaser till the claims arising out of in the same Contract are either mutually settled or determined by the arbitrator, and the Contractor shall have no claim for interest or damage whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

FINAL BILL

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

PAYMENT UPON TERMINATION

- 44.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the

work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law. If the total amount due to the Purchaser exceeds any payment due to the Contractor, the difference shall be a "debt" payable to the Purchaser.

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

PERMITS AND VISAS

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

REGULATIONS OF LOCAL AUTHORITIES:

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

DUE DATE OF PAYMENT

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

TEST ON COMPLETION

- 48.1** Whenever possible, all tests shall be carried out before shipment. Should, however, it be necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the Contractor's representative within reasonable time of the completion of erection.

- 48.2** The final tests, as to performance and guarantees, as specified in the Contract shall be carried out by and in the presence of Contractor's representative within a reasonable time of the completion of erection.
- 48.3** If the results of these tests shall not come within the margin specified, the tests shall, if required to be repeated after the plant/work is ready for re-test and the Contractor shall repay to the Purchaser all reasonable expenses to which he may be put by such tests.

REJECTION OF DEFECTIVE PLANTS/WORKS

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

TAKING OVER

- 50.1** Where the specification calls for performance tests before shipment and these have been successfully carried out, the Plant/Work shall be accepted and taken over when it has been satisfactorily put into operation on site or within one month of being ready to be put into operation whichever shall be the earlier and the Engineer-in-Charge shall forthwith issue a Taking Over Certificate.
- 50.2** When the Contract clause calls for tests on site, the Plant / Work shall be taken

over and the Taking Over Certificate issued immediately after such tests have been satisfactorily carried out.

- 50.3** If, for any reason other than the default of the Contractor, such last mentioned test on site shall not be carried out within one month notice by the Contractor to the Purchaser of the Plant/Work being ready for test, the Plant/Work shall be deemed to have been taken over as on the last day of such period and payment due to the Contractor on taking over, shall be made but nevertheless the Contractor shall, if called upon to do so by the Purchaser, but at the Purchaser's expense, make the said tests during the warranty period and accept as aforesaid under the same obligation as specified in clause 48.1 to 48.3.
- 50.4** The Engineer-in-Charge shall not delay the issue of any Taking Over Certificate contemplated by this clause on account of minor deficiencies of material or defects in the Plant/Work which do not materially affect the commercial use thereof, provided that the Contractor shall undertake to make good the same in the due course at his own expense.

WARRANTY

- 51.1** For a period of 12 (twelve) calendar months commencing upon the setting to work of Plant or 18 months from the date of despatch of equipment (last consignment in case of despatch in parts) to the Purchaser whichever is earlier (called the warranty period), the Contractor shall remain liable to replace any defective parts that may develop in the Plant of his own manufacture or those of his Sub-contractor under the conditions provided in the Contract under proper use and arising solely out of faulty design, materials or workmanship, provided always that such defective parts as are not , repairable at site and are not essential in the meantime to the maintenance in commercial use of the Plant are promptly returned to the Contractor's works at the expense of the Contractor unless otherwise arranged.
- 51.2** If it becomes necessary for the Contractor to replace or renew any defective parts of the Plant under this clause, the provisions of the first para, of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be later.
- 51.3** If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Contractor in respect of such defects.
- 51.4** At the end of the warranty period, the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of such guarantee given to the Contractor by the original manufacturer of such goods.

FORCE MAJEURE

- 52.1** In the event of either party being rendered unable by force majeure to perform

any obligation required to be performed by them under this Contract, the relative obligation of the party effected by such force majeure shall be treated as suspended for the period during which such force majeure lasts.

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

SETTLEMENT OF DISPUTES

- 53.1** A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 53.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.
- 53.2** Any dispute, in respect of which both the parties have failed to reach at an amicable settlement pursuant to GCC clause 53.1, Hon'ble District Court Kishtwar shall be the Court of Competent Jurisdiction.

~~53.3~~ Arbitration

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

- ~~**53.3.1** On receipt of such notice, the Purchaser shall send to the Contractor a panel of three persons and thereafter the Contractor within fifteen (15) days of receipt of such panel, communicate to the Purchaser the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Engineer in Charge of the Corporation.~~
- ~~**53.3.2** Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Purchaser then after the expiry of the~~

aforesaidstipulated period, the Engineer in Charge shall without delay select one person fromthe aforesaid panel and appoint him as the Sole Arbitrator.

~~53.3.3~~ The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Purchaser shall appoint another person to act as Sole Arbitrator in the same manner as provided in clause 53.3.2 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

~~53.3.4~~ The award of the Arbitrator shall be final and binding on both parties to the Contract. The Arbitrator's fees, as well as the cost of Arbitration proceedings shall be borne equally by either party.

~~53.3.5~~ Irrespective of the amount of claim, the Arbitrator shall give reasons for the award.

~~53.3.6~~ Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.

~~53.3.7~~ The venue of the arbitration proceedings shall be in Delhi or any other suitable and convenient place in India as may be decided by the Learned Arbitrator.

~~53.3.8~~ The Language of arbitration proceedings and of all documents and communications between the parties shall be English.

53.4 Notwithstanding any reference to the Arbitration herein,

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

COURT OF COMPETENT JURISDICTION

54.1 Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the Hon'ble District Court Kishtwar .

CONSTRUCTION OF CONTRACT

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

BREACH OF CONTRACT

56.1 In case of non-performance in any form or shape of the covenants and conditions in this Contract by the Contractor the Corporation shall have power to annul,

rescind, cancel or terminate the Contract and upon its notifying in writing to the Contractor that it has so done this Contract shall absolutely determine. The decision of the Purchaser in this regard shall be final and binding.

MARGINAL NOTES AND CAPTIONS

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

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

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

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

CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL

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

FORM OF AGREEMENT

(On Non Judicial stamp paper of appropriate value)

This agreement is made on _____ day of _____ Two Thousand ----- between the 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/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and **M/s** _____ vide their letter no. dated xx.xx.2022 (herein after called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

For and on behalf of the Contractor

For and on behalf of Rattle Hydroelectric
Power Corporation Limited

Signature-----

Signature-----

(Designation)-----

Place:

Witnessed by:

1.-----

2.-----

(Designation)-----

Place:

Witnessed by:

1.-----

2.-----

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,

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

Dear Sir,

In consideration of the Ratle Hydroelectric Power Corporation Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [*Contractor's Name*] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [**SUPPLY OF SCALED MINIATURE 3D MODEL (ANIMATED) OF RATLE HEP (850 MW) INCLUDING DESIGN, FABRICATION & INSTALLATION AT KISHTWAR, J&K**] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*)..... of the said value of the aforesaid work under the Contract to the Employer.

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

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

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

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

Dated thisday of 20..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp) Staff No.
Full Address of Bank with Tel., Fax. No.

2.
(Signature)

.....
(Name)

.....
(Official Address)

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 INR.

(@) This date will be the Contract completion period as specified in the Contract. The Bank Guarantee shall be released after completion of job and upon certification by Engineer/ Officer -in-charge.

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

SECTION – III
SCHEDULE OF QUANTITIES AND PRICES

Schedule of Quantities & Prices

(Price Bid in this format is to be filled in Excel Format in Cover-II only and no price related information is to be mentioned here)

Item No.	Description of Item	Unit	Qty	Rate (in Rs.) (inclusive of Taxes & Duties)	Amount (in Rs.) (inclusive of Taxes & Duties)
1.	<p>SCALED MINIATURE 3D MODEL (ANIMATED) OF RATLE HYDROELECTRIC PROJECT (850 MW). Design, fabrication, supply and Installation of animated 3-D model of Ratle HE Project. The model shall be near scaled type showing virtual dynamic effect using LED lighting for main project components, equipment inside the Power House and associated transmission line for power evacuation, power bad, variable speed, reference voltage, etc. size (approx. length) x 1500mm (approx. width) x 1200mm (approx. height) (suitable height for better viewing of model) with sound and light animation and audio narration with light synchronised operation. The model shall also show every imp. building, landscape, nallahs, roads, bridges, transmission towers, helipad and every important physical entity visible at location. The Acrylic cover and Model Podium (with Lighting & Company Logo) and any other accessories required for the model shall also be provided along with the model.</p>	Job	01		

SECTION – IV

Special Condition of Contract

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. General

Ratle Hydroelectric project comes under National Infrastructure Pipeline (NIP) scheme and is being monitored at topmost level of Government and high level dignitaries are expected to visit the project frequently. A miniature 3D model of the project will be helpful in explaining the project layout and its various components to the dignitaries during their visit to the project especially during construction period of the project.

2. Scope of work

2.1 The scope of work under this contract shall include:

Design, fabrication, supply and installation at Kishtwar of Scaled Miniature 3D Model (Animated) Of Ratle HEP (850 Mw (As per Technical Specifications/ Terms of Reference provided below) with audio narration of around 2-3 minutes to explain the features and components of the project with LED effects; showing virtual dynamics of main project components , equipment inside power house and associated transmission lines of power evacuation from switchyard as well as grid and power substation, distribution lines , town/ villages, rivers, trees, landscape, hills as per the reference of layout drawing.

2.2 Technical Specifications/ Terms of reference

The Technical specifications of the works shall be as per **Annexure-A**.

3. Prices

Contractor shall indicate an amount inclusive of all incidental charges which shall include inter-alia expenses towards travel, lodging, boarding, telephone, fax etc. The Prices shall be '**Firm & Final**' throughout contract period and inclusive of all taxes, duties and levy as imposed by state and central Govt. from time to time.

4. Time Schedule

The entire work shall be completed within 45 days from the date of issue of Letter of award.

5. Payment Terms

Payment to the firm shall be released as under:-

25% (Against Performa Invoice)	On submission of fabrication drawings and issuance of go ahead by the Engineer-in-charge.
50% (Against Performa Invoice)	On Successful Delivery of the Model at Ratle HE Project, Kishtwar
25%(Against Performa Invoice)	On Successful Assembling and Installation of model at Ratle HE

6. Engineer- In-Charge

Engineer-In-Charge for this work shall be as nominated by Head of the Project and/or as intimated in the Letter of Award. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

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

7. Paying Authority

Head of Finance division, Ratle HE Project, Ratle Hydroelectric Power Corporation Limited, Office complex, Shalimar Colony, Distt. Kishtwar, UT of J&K, Pin 182 204.

8. Others

The Contractor shall inform the Time to time status of fabrication of 3D miniature model of Ratle HE Project through any of the online mode/pictures etc.

TECHNICAL SPECIFICATIONS:

The following are the technical specifications for Design, Fabrication, supply and installation of scaled miniature 3D dynamic model (animated) of Ratle HE Project:

1. The model should be dynamic model (visualization of flow of water with lighting and sound arrangement) showing all major landmarks around the project area.
2. Model should be mounted on wooden podium resting on lockable robust (stainless steel wheel) trolley.
3. The model shall be near scaled type showing virtual dynamic effect(using LED lighting) for main project components, equipment inside the Power House and associated transmission lines for power evacuation from switchyard as well as grid & power substations, distribution lines, town/village, rivers, trees, landscape, hills etc. as per the reference lay-out drawing.
4. The size of the model shall be 1500 mm (approx. length) x 1200 mm (approx. width) x H (suitable height for better viewing). The size of model may vary slightly during discussion with successful bidder during detailed finalization of Model. ***“Any minor variation in the scope of work as per the requirement of Employer/Ratle HE Project shall be done by the contractor without any additional cost”***.
5. The model should resemble with Ratle HEP as looked from bird’s eye view. Model should reflect all important stages/activities/processes in the generation of electricity right from Water flow starting from Dam to the transmission/distribution of electricity provided to grid.
6. Model shall be manufactured as per the requirements of the tender documents and inputs from RHPCL. Specific emphasis and requirements as conveyed by RHPCL during various post award discussions and /or visits to their works shall also be incorporated in the model.
7. Main features of the project model including buildings/structures/caverns/tunnels/equipment etc. are described in Salient Features enclosed as ***Annexure-I***.
8. Other features of the project shall be as follows:
 - i. Important proposed buildings inside the project.
 - ii. Village/town showing at least 15-20 houses, streets lights etc.
 - iii. Complete landscaping both inside project as well as outside showing hills, farm land, trees etc.
 - iv. Access roads, greenery, landscaping, pathways etc to be shown as well as any other features/equipment/system required for a hydro power plant but not explicitly indicated here.
9. LED Lighting feature in the model shall be used to provide dynamic effect to the model with both remote/manual control.
10. Moving arrows shall be used to indicate flow of water.
11. Illumination of all buildings, structures, pathways shall be done.
12. Illumination of Dam, Radial gates structures, Power House, Switchyard etc. shall be done.
13. Complete lighting features including electronic animation, uses of LEDs, moving arrows etc shall be finalized by RHPCL during post award discussions.
14. For ensuring robustness and longevity of the model, all materials used shall be of industrial grade. Materials used shall be Fibre Reinforced Plastic (FRP)/Fibre reinforced resin, Acrylic, ABS, nylon, branded polystyrene, sand granules and LEDs of industrial grade.

15. All underground structures including Head Race Tunnel (HRT)/Intake Tunnel, Powerhouse cavern, Transformer Cavern, Surge Shaft, Pressure Shaft/Penstock, Tail Race Tunnel (TRT), Access tunnels etc. shall be made visible using transparent acrylic tube/other suitable material as per discussions with RHPCL.
16. Complete landscaping shall be as per the site plan using modelling material, FRP, metal, acrylic, real stones, sand granules synthetic adhesive, aluminium sections, laminated wood/boards etc.
17. The complete model shall be mounted on a wooden table platform which shall be strong enough to hold the weight of model. The wooden podium shall be of approx. 2'9" high and covered from all sides with 18 mm waterproof plywood base with laminates. The podium shall be movable for easy handling, shifting and transportation.
18. Structures and buildings shall be made of professional grade sun board, acrylic, polystyrene, FRP, aluminium etc.
19. The model shall have 600 mm high (approx.), 10-12 mm thick finished clear glass/acrylic edge to be fixed on the edge of the model platform by using anodized aluminium/other suitable material profile.
20. Permanent acrylic paint should be used for each part/component of the model. Colour used for painting should be consistent with the standard colour code used in industry.
21. Finished model shall be painted by "**professional**" artists with "**good quality weatherproof paints**" so that its colour should not fade. Alternatively, laminates may be used to finish the body of table structure.
22. Model may be created in the factory in parts for easy transportation from workshop to the site where it is to be re-fixed and assembled. There shall be provision for proper fixing and assembly of all parts so that it represents a single model.
23. Audio narration of approx. 2 minutes may be incorporated which will explain the features and components of Project and LED light effects will be sequentially operated through a programmed microcontroller in complete synchronisation with the narration.
24. Each audio narration will have separate program file for light synchronised operation with switching on/off option with a remote.

RATLE HE PROJECT**SALIENT FEATURES**

Location	: Drabshalla, District Kishtwar, J&K
Latitude	: 33°10'43" N
Longitude	: 75°48'26" E
Full Reservoir Level (FRL)	: EL.1029.00 m
Minimum Draw down Level (MDDL)	: EL.1015.86 m
Length of Reservoir	: 9.5 km
Dam	: Concrete Gravity Dam 133 m high
Spillways	: 1 no. Crest spillway & 5 nos. Orifice Spillways
Spillway Design Flood	13814 cumec (PMF)
Diversion Tunnel	: 2 Nos. - 11.0 m dia Length = 555 m / 460 m
U/s & D/s Cofferdam Heights	: 27 m / 17 m
Diversion Discharge	: 2433 cumec(non-monsoon) / 6729 cumec (monsoon)
Penstock	: 4 Nos. - 6.6 m dia Circular Steel Lined
Powerhouse Cavern	: 168.0 m(L) x 24.5 m(W) x 49.0 m(H)
Transformer Cavern size	: 142.0 m(L) x 14.3 m(W) x 22.0 m(H)
Downstream Surge Cavern	: 116.0 m(L) x 24.0 m(W) x 46.4 m(H)
Installed capacity	: 4 x 205 MW + 1 x 30 MW (Total 850 MW)
Design discharge per unit	: 232.03cumec
Rated head (Net)	: 97.37 m
Total Annual energy Generation	: 3136.76 MU
Annual Load Factor	: 42.1%
Environmental Flow (through Auxiliary Unit)	: 33.43 cumec
First Year tariff & Levellised Tariff	: Rs 3.62 /kWH and Rs 3.92 / kWH
Project Cost	: Rs 5281.94 Cr
Construction period after Award	: 52 months

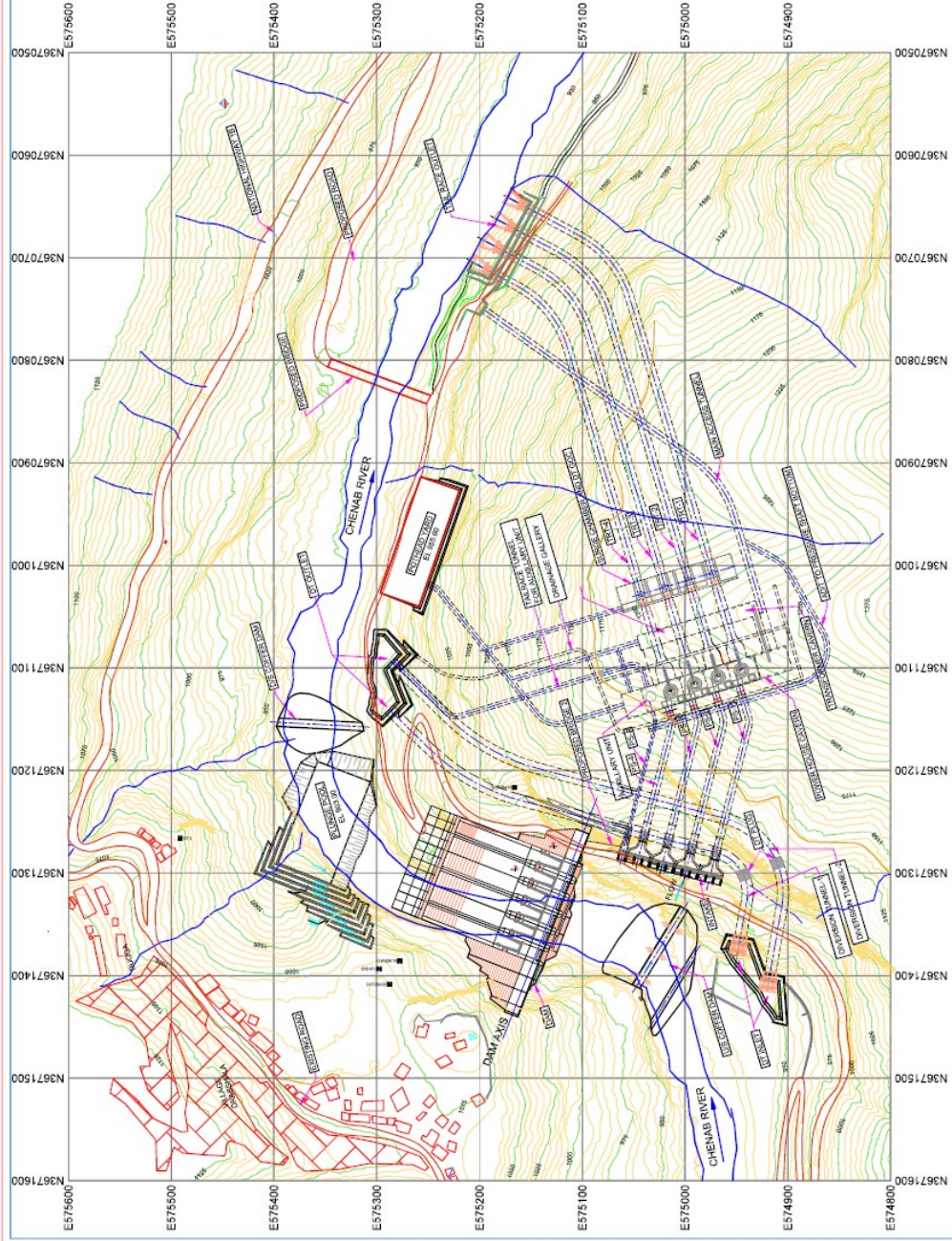
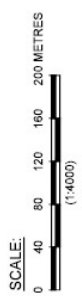
SECTION – V

Drawings



NOTES-
 1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. THE CONTOURS ARE AS PER TOPOGRAPHICAL SURVEY CARRIED OUT BY PID, NHFC IN APRIL 2021.

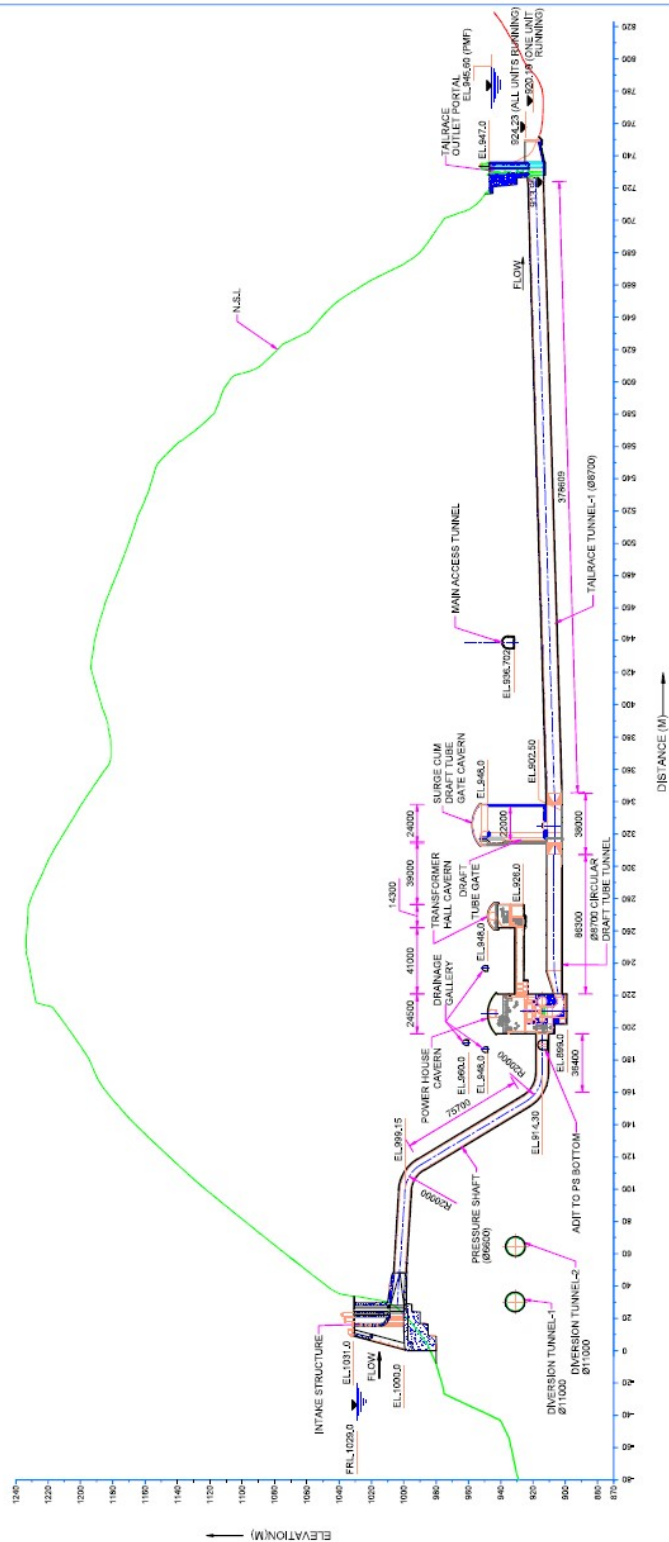
TENDER DRAWINGS NOT FOR CONSTRUCTION



RATLE HYDROELECTRIC POWER CORPORATION LTD
 (A UNIT UNDER CONTROLLED SERVICE)
 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PROJECT GENERAL LAYOUT PLAN

ISSUED FOR TENDER	BY, CH, APP, DATE	DATE	DRG. NO.
00		JUL-2021	NHRT-1A1-41-GA-002-00
REVISION OR ISSUES	BY, CH, APP, DATE	DATE	DRG. NO.



WATER CONDUCTOR SYSTEM L-SECTION ALONG UNIT-1

NOTES:
1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.

RATLE HYDROELECTRIC POWER CORPORATION LTD
(A UNIT MEMBER OF NHPC AND J&K)

NHPC Limited
राष्ट्रीय जल विद्युत निगम (एन एच पी सी)
RATLE HYDROELECTRIC PROJECT (J & K)

**WATER CONDUCTOR SYSTEM
LONGITUDINAL SECTION**

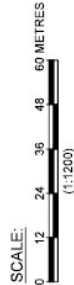
DATE	NO.	REVISION OR ISSUES	BY	CHK.	APP.	DATE	DRG. NO.	DRG. NO.	DRG. NO.
JULY, 2021	00	ISSUED FOR TENDER							
		REVISION ON ISSUES							

INS/DSD/F-42 REV. NO. 03 EFF. DATE : 21.07.2018



NOTES-
 1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. THE CONTOURS ARE AS PER TOPOGRAPHICAL SURVEY CARRIED OUT BY PID, NHPC IN APRIL 2021.

TENDER DRAWING NOT FOR CONSTRUCTION



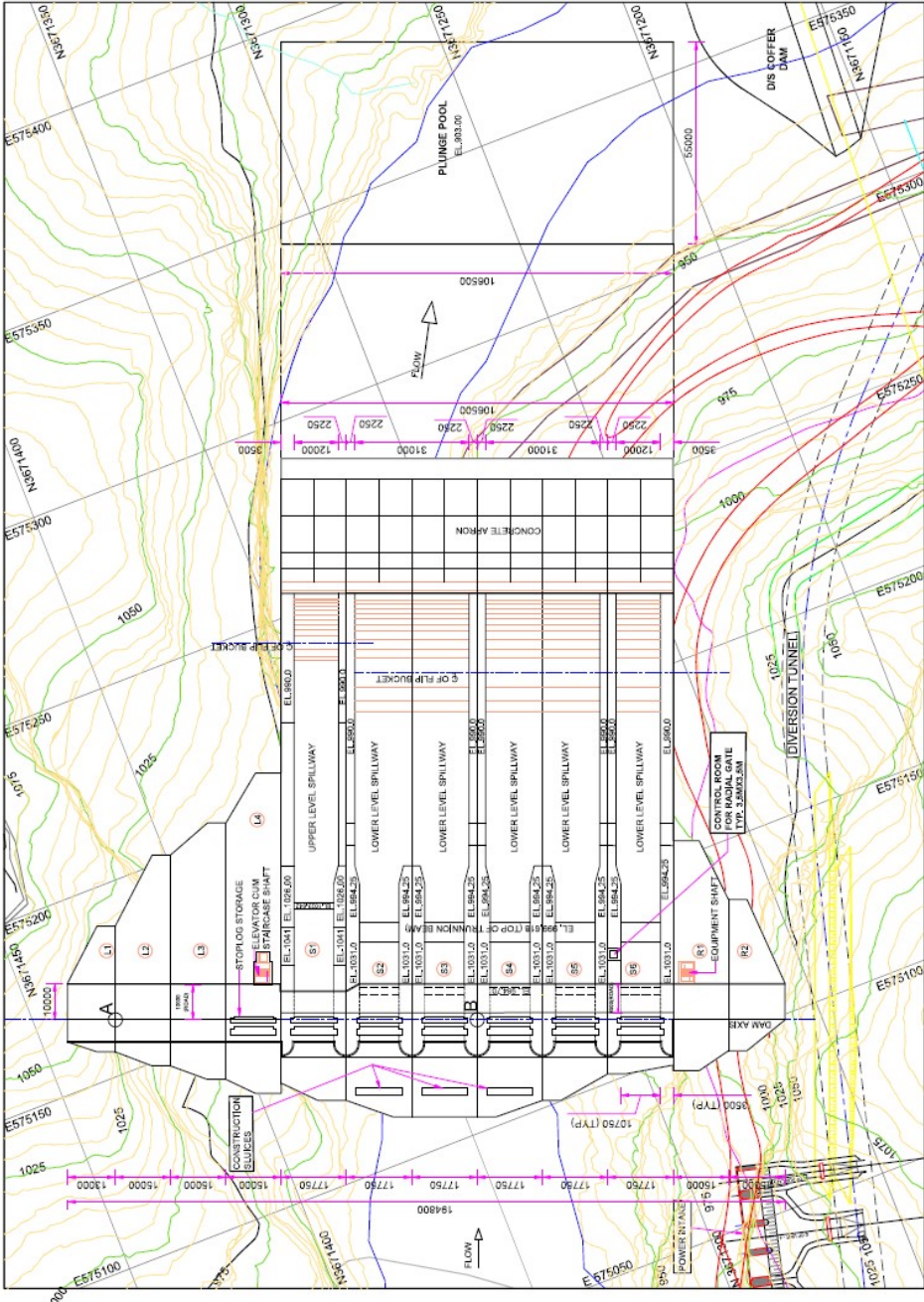
RATLE HYDROELECTRIC POWER CORPORATION LTD
 (A PARTNERSHIP OF MFC AND JPKC)

NHPC
 नर्मदा नदी परियोजना
 नर्मदा नदी परियोजना
 नर्मदा नदी परियोजना

RATLE HYDROELECTRIC PROJECT (J & K)

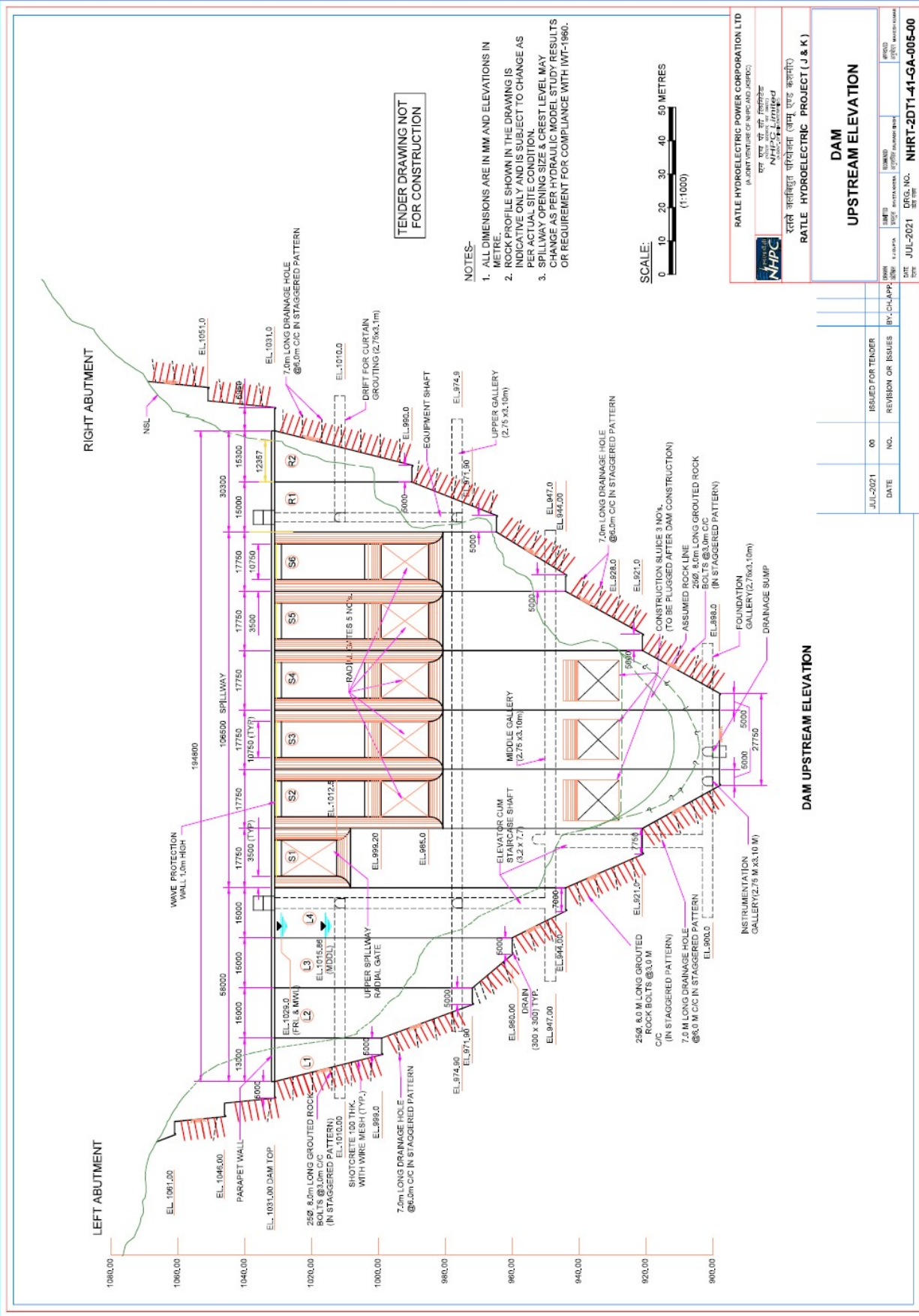
DAM GENERAL LAYOUT PLAN

ISSUED FOR TENDER
 DATE: JUL-2021
 REG. NO. NHRT-2DT1-41-GA-004-00
 REV. NO. 03
 EFF. DATE: 21.07.2016



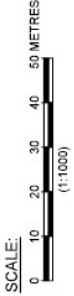
NORTHING	EASTING
A	N 3671428.367 E 575164.516
B	N 3671337.441 E 575128.848

NO.	ISSUED FOR TENDER	BY, CH, APP.
00	ISSUED FOR TENDER	
NO	REVISION OR ISSUES	
DATE		



TENDER DRAWING NOT FOR CONSTRUCTION

- NOTES-**
1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. ROCK PROFILE SHOWN IN THE DRAWING IS FOR INFORMATION ONLY AND IS SUBJECT TO CHANGE AS PER ACTUAL SITE CONDITIONS.
 3. SPILLWAY OPENING SIZE & GREST LEVEL MAY CHANGE AS PER HYDRAULIC MODEL STUDY RESULTS OR REQUIREMENT FOR COMPLIANCE WITH IWT-1980.



RATLE HYDROELECTRIC POWER CORPORATION LTD
 (A Joint Venture of NHPC & JPC)

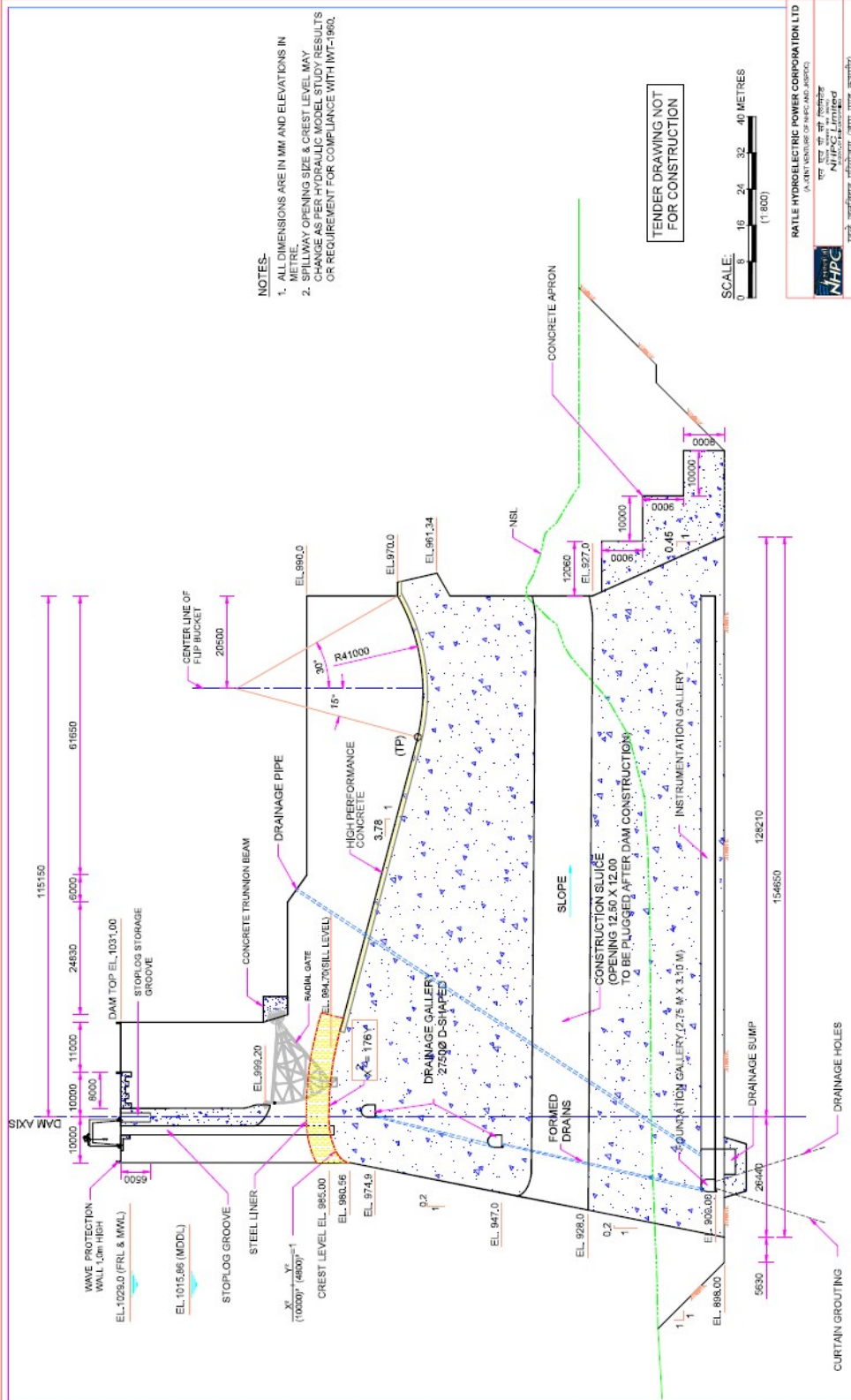
NHPC
 नर्मदा नदी परियोजना
 Narmada Dam Project

RATLE HYDROELECTRIC PROJECT (J & K)

DAM UPSTREAM ELEVATION

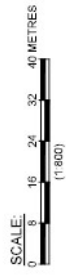
DATE	BY	CHK-APP.	ISSUED FOR	REVISION OR ISSUES
JUL-2021	00		ISSUED FOR TENDER	

REV. NO. 03 EFF. DATE: 21.07.2016



- NOTES:**
1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. SPILLWAY OPENING SIZE & CREST LEVEL MAY CHANGE AS PER HYDRAULIC MODEL STUDY RESULTS OR REQUIREMENT FOR COMPLIANCE WITH IWT-1960.

TENDER DRAWING NOT FOR CONSTRUCTION



RAILWAY HYDROELECTRIC POWER CORPORATION LTD
 (A JOINT VENTURE OF NHPC AND NHPC)

NHPC Limited
 राष्ट्रीय जलविद्युत निगम (राज्य, राज्य, भारत)

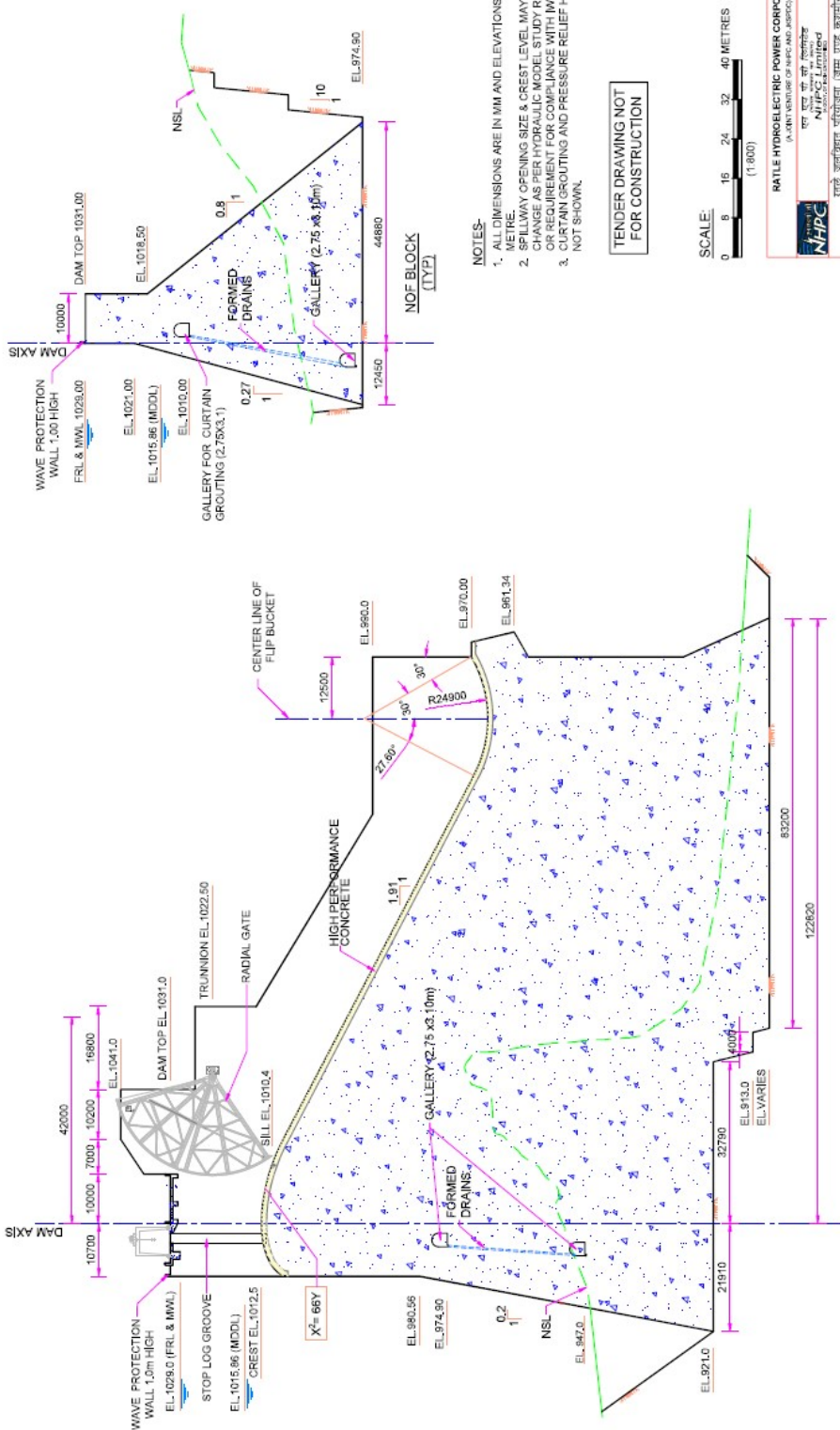
RAILWAY HYDROELECTRIC PROJECT (J & K)

DAM
ORIFICE SPILLWAY
CROSS SECTION

NO	DATE	ISSUED FOR	BY	CHK	APP	DES. NO.	REV. NO.	DATE
01	JULY, 2021	FOR TENDER				DWG. NO.	03	JULY, 2021
02		REVISION						

MS/DE/DF-02 REV. NO. 03 DATE: 21.07.2016

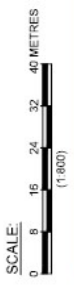
LOWER LEVEL ORIFICE SPILLWAY



UPPER LEVEL CREST SPILLWAY

NOTES:
 1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. ANY OPENING SIZE & CREST LEVEL MAY CHANGE AS PER HYDRAULIC MODEL STUDY RESULTS OR REQUIREMENT FOR COMPLIANCE WITH INT-1982.
 3. CURTAIN GROUTING AND PRESSURE RELIEF HOLES NOT SHOWN.

TENDER DRAWING NOT FOR CONSTRUCTION



RATLE HYDROELECTRIC POWER CORPORATION LTD
 (A SUBSIDIARY OF NHPC AND NHPCO)

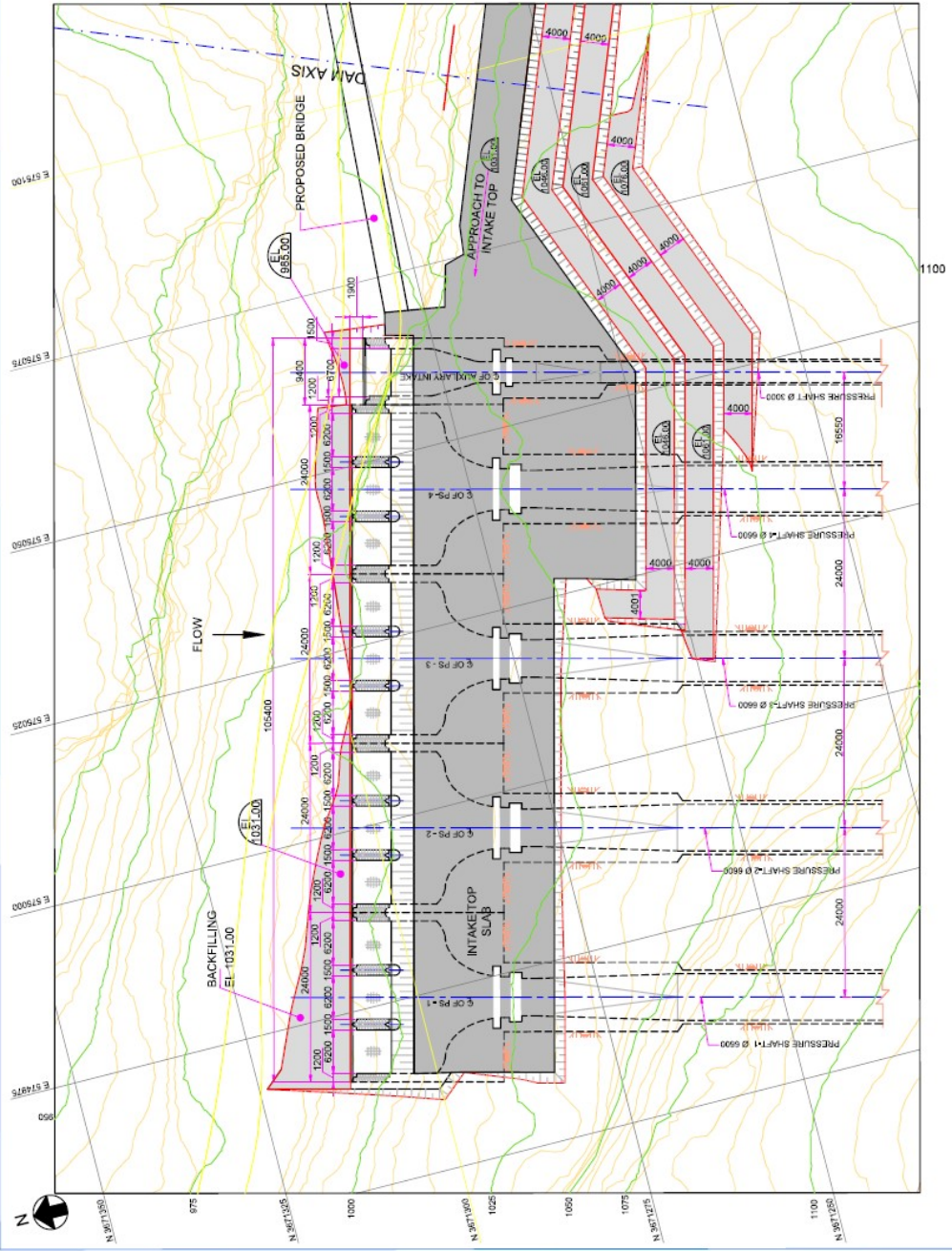
NHPC
 नर्मदा नदी परियोजना
 NHPC Limited
 नर्मदा नदी परियोजना (सम. एम. एम. एम.)

RATLE HYDROELECTRIC PROJECT (J & K)

**DAM
 CREST SPILLWAY & NOF BLOCK
 CROSS SECTION**

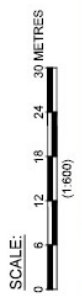
DATE	NO	REVISION/ISSUES	BY	CHK	APP.	REV.	DATE
JULY 2021	00	ISSUED FOR TENDER					
		REVISION ON ISSUES					

PROJECT NUMBER: NHRT-2DT1-41-GA-007-00



- NOTES-**
1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. THE CONTOURS ARE AS PER TOPOGRAPHICAL SURVEY CARRIED OUT BY PID, NHPC IN APRIL 2021.

TENDER DRAWING NOT FOR CONSTRUCTION



RATLE HYDROELECTRIC POWER CORPORATION LTD
 (A JOINT VENTURE OF NHPC AND JSRDCL)

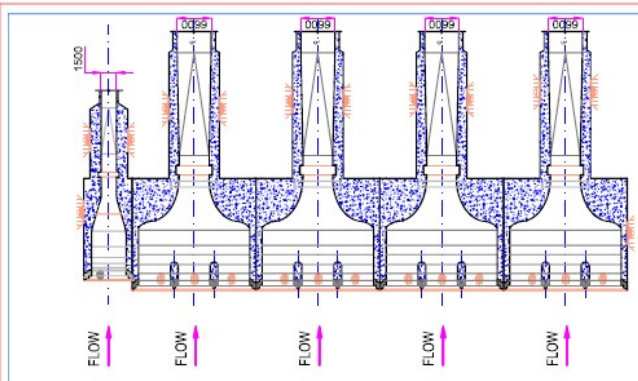
NHPC Limited
 नहरे ह्योरेल्ट्रीक कर्पोरेशन (लीमिटेड) एन.एच.पी.सी. लिमिटेड

RATLE HYDROELECTRIC PROJECT (J & K)

POWER INTAKE GENERAL ARRANGEMENT (SHEET 1 OF 2)

DATE	JUL, 2021	DRG. NO.	NHRT-2GT1-41-GA-008-00
ISSUED FOR TENDER	00	BY: CH	APP: 2007
NO	REVISION OR ISSUES	BY: CH	APP: 2007

POWER INTAKE GENERAL ARRANGEMENT PLAN



PLAN AT CENTER LINE OF INTAKE (1:800)

TENDER DRAWING NOT FOR CONSTRUCTION



- NOTES:-
1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. INTAKE INVERT LEVEL OR OPENING SIZE MAY CHANGE AS PER HYDRAULIC MODEL STUDY RESULTS OR REQUIREMENT FOR COMPLIANCE WITH IMT-1960.

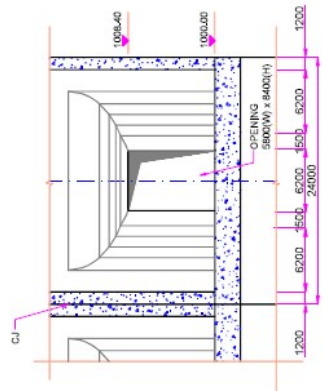
NHPC
NATIONAL HYDROELECTRIC POWER CORPORATION LTD
(A GOVT. ENTERPRISE OF INDIA AND NHPC)

राष्ट्रीय जल विद्युत निगम (एन.एच.पी.सी.)
NHPCL Limited
राष्ट्रीय जल विद्युत प्रोजेक्ट (ज. & क.)
RATLE HYDROELECTRIC PROJECT (J & K)

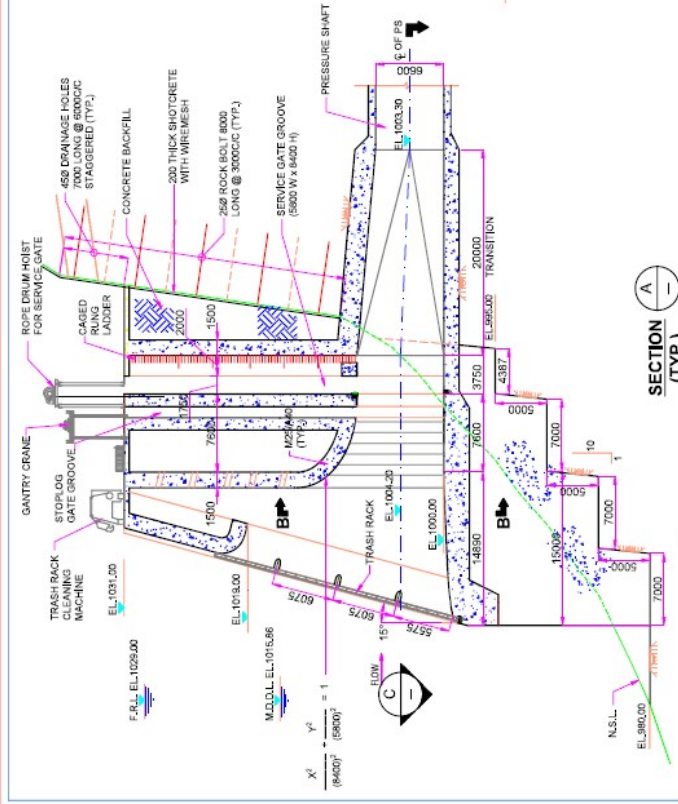
DATE: JULY, 2021
BY: CH, APM
NO: 005
REV: 03

ISSUED FOR TENDER
REVISION ON ISSUES

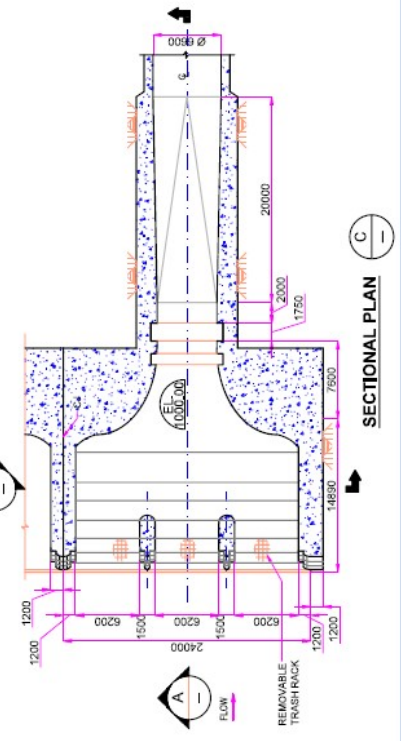
DRG. NO. NHRT-2GT1-41-GA-009-00
SHEET 2 OF 3



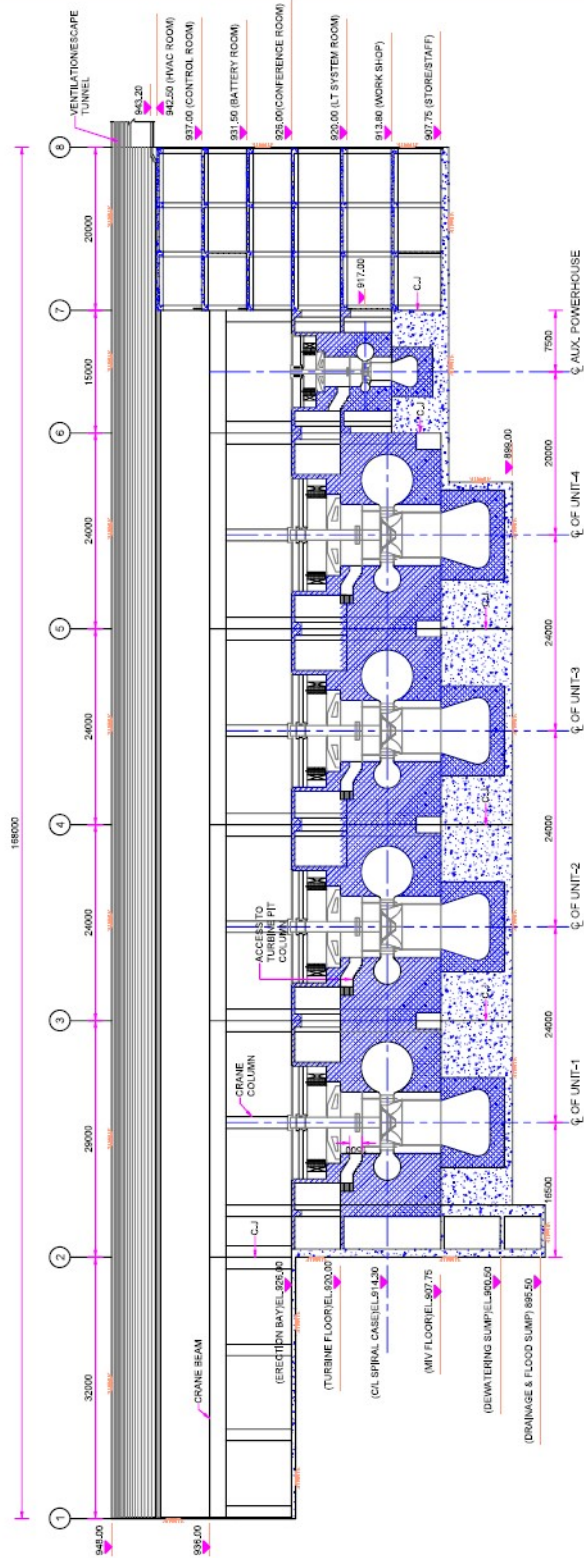
DETAIL (TYP.) (1:400)



SECTION (TYP.) (1:800)

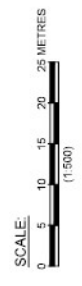


SECTIONAL PLAN (1:800)



LONGITUDINAL SECTION

TENDER DRAWING NOT FOR CONSTRUCTION



RATLE HYDROELECTRIC POWER CORPORATION LTD
 (A UNIT UNDER GOVERNMENT OF INDIA)

RATLE HYDROELECTRIC PROJECT (J & K)

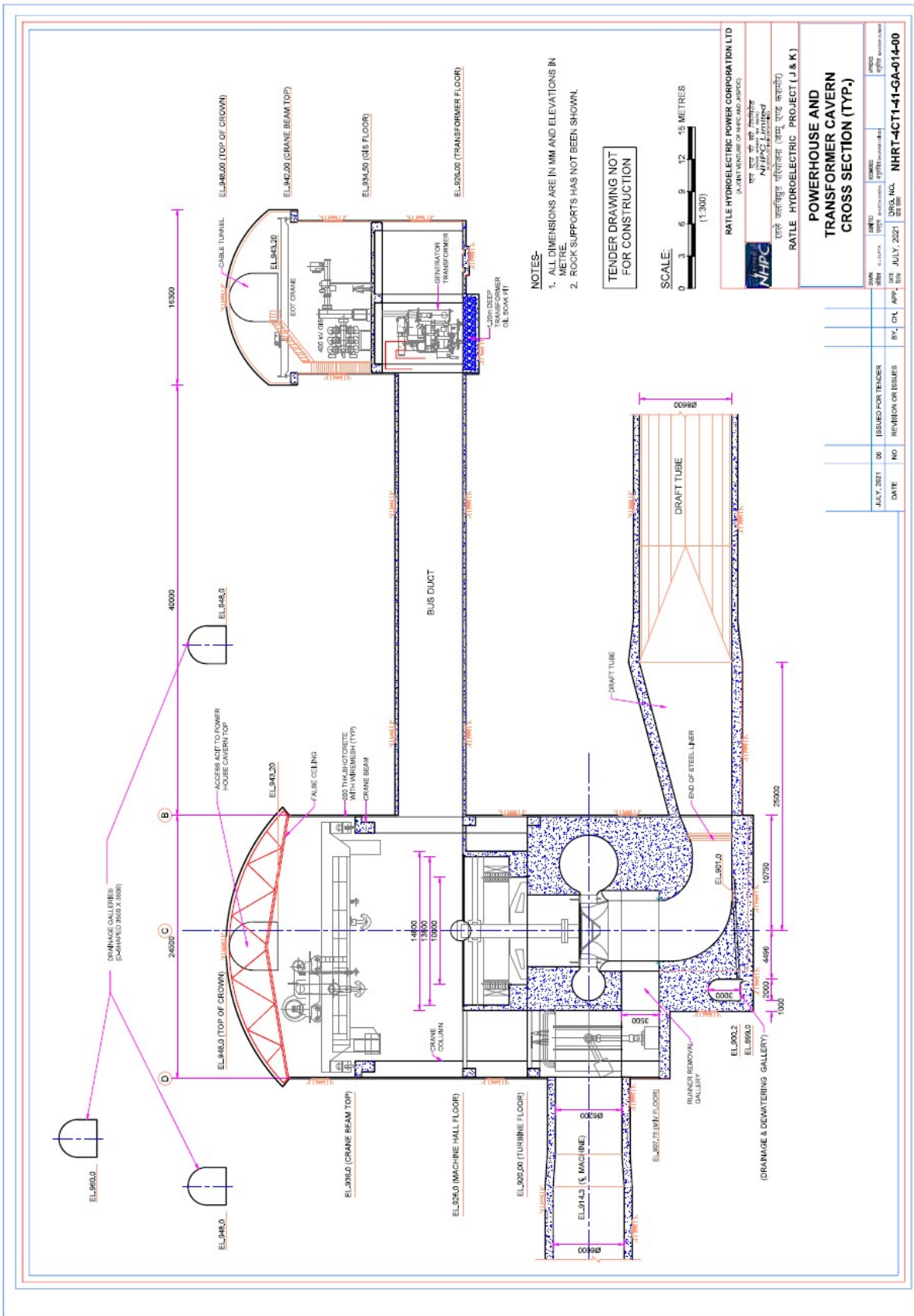
POWER HOUSE CAVERN LONGITUDINAL SECTION

NOTES:-
 1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.

DATE	NO	ISSUED FOR TENDER	BY	CHK APP
JULY 2021	06	ISSUED FOR TENDER		
		REVISION OR ISSUES		

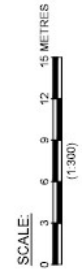
PROJECT NO. NHRT-4CT1-41-GA-011-00
 DATE: JULY 2021

REV. NO. 03 EFF. DATE: 21.07.2016



NOTES-
 1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. ROCK SUPPORTS HAS NOT BEEN SHOWN.

TENDER DRAWING NOT FOR CONSTRUCTION



RATLE HYDROELECTRIC POWER CORPORATION LTD
 (A JOINT VENTURE OF NHPC AND JAYPOC)

NHPC
 नर्मदा नदी परियोजना
 Narmada Project
 नर्मदा सहायक परियोजना (सह-उत्पादक)

RATLE HYDROELECTRIC PROJECT (J & K)

POWERHOUSE AND TRANSFORMER CAVERN CROSS SECTION (TYP.)

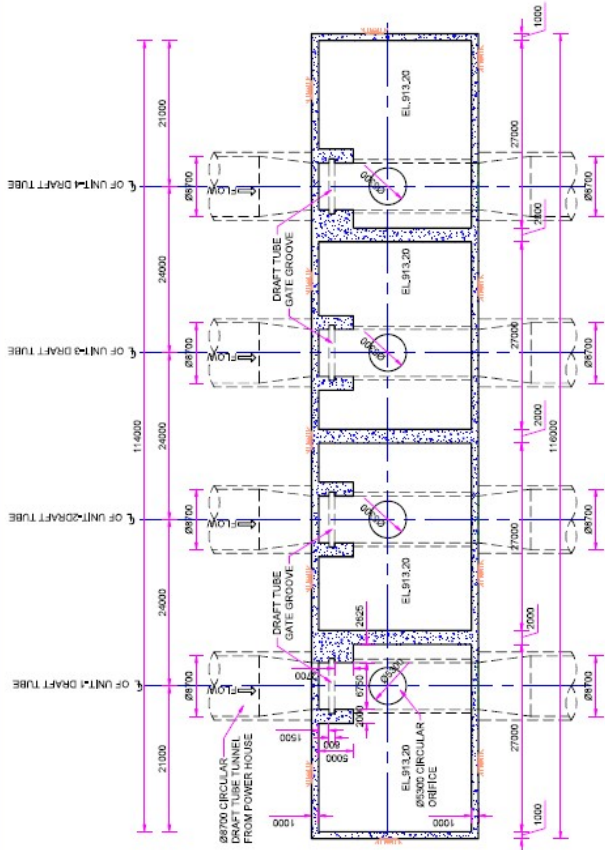
DATE	NO	ISSUED FOR TENDER	BY	CHK	APP	REV
JULY 2021	00	ISSUED FOR TENDER				

REV	NO	DATE	DESCRIPTION
01	01	01/07/2021	ISSUED FOR TENDER

DRG. NO. NHRT-4CT1-41-GA-014-00

ISSUED FOR TENDER

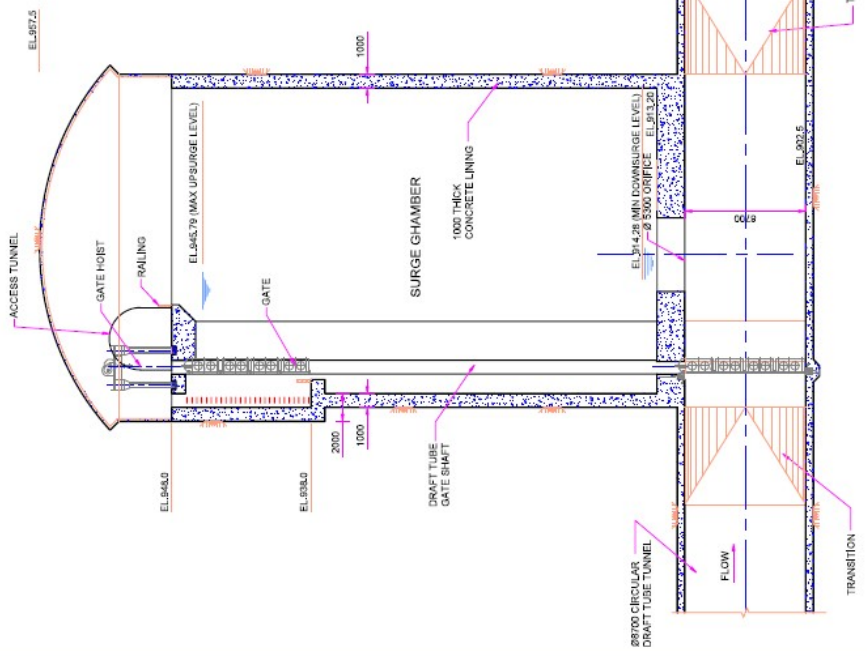
REV. NO. 03 EFF. DATE - 21.07.2018



PLAN AT EL. 913.20

- NOTES-**
1. ALL DIMENSIONS ARE IN MM AND ELEVATIONS IN METRE.
 2. ROCK SUPPORTS HAS NOT BEEN SHOWN.

TENDER DRAWING NOT FOR CONSTRUCTION



CROSS SECTION

RATLE HYDROELECTRIC POWER CORPORATION LTD
 (A COMPANY INCORPORATED IN INDIA)
NHPC Limited
 नर्मदा नदी परियोजना (नर्मदा नदी परियोजना)
 RATLE HYDROELECTRIC PROJECT (J & K)

DATE	NO	ISSUED FOR TENDER	BY, CH. APP.
JULY, 2021	00	ISSUED FOR TENDER	
DATE	NO	REVISION ON ISSUES	

IMSDDP-02 REV. NO. 03 EFF. DATE : 21.07.2016
 NHRT-3DT1-11-GA-015-00