



NHPC LTD.
(A Govt. of India Navratna Enterprise)



**Work is reserved for PAFs of Dulhasti Power Station, Kishtwar
only**

Tender Specification No.- NH/DPS/CONT/NIT-270/2026/E163993 dated 11.05.2026



एनएचपीसी लिमिटेड
भारत सरकार का नवरत्न उद्यम

NHPC LIMITED
(A Govt. of India Navratna Enterprise)



दुलहस्तीपावरस्टेशन
DULHASTI POWER STATION

चिनाबनगर ,सेक्टर- II
CHENAB NAGAR, SECTOR-II
जिला-किश्तवाड़) जम्मू&कश्मीर182206-(
DISTT. KISHTWAR (J&K) - 182206

दूरभाष / Phone: - (01995)261473

फैक्स / Fax :- (01995)260361

ईमेल / E-mail: dulhasti-contract@nhpc.nic.in

TENDER DOCUMENT

**Work is reserved for PAFs of Dulhasti Power Station, Kishtwar
only**

FOR

Name of Work: Hiring of six (06) nos. of Mahindra Bolero 1500cc equivalent or higher on contractor basis for Three (03) year for Dulhasti Power Station Kishtwar.

Tender Specification No.- NH/DPS/CONT/NIT-270/2026/E163993 dated 11.05.2026



**NOTICE INVITING TENDER
(NIT)**



NHPC LIMITED

(A GOVT. OF INDIA NAVRATNA ENTERPRISE)

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

Domestic Competitive Bidding (E-Tendering-Web Notice)

Tender Reference No.: **NH/DPS/CONT/NIT-270/2026/E163993 dated 11.05.2026**

Online "**Item Rate**" bids are invited through Domestic Competitive Bidding in Single Stage - Two Part Bidding Basis {i.e. Part-I (Cover-I): Technical- Bid and Part-II (Cover-II): Financial Bid} for and on behalf of NHPC Ltd. (A Govt. of India Navratna Enterprise) from eligible Sole Bidders for the work "**Hiring of six (06) nos. of Mahindra Bolero 1500cc equivalent or higher on contractor basis for Three (03) year for Dulhasti Power Station Kishtwar**"

| A. Brief details of the tender: | | |
|---------------------------------|----------------------|--|
| Sl. No. | Item | Description |
| i) | Mode of tendering | e-Procurement System Cover-I: Online Techno-Commercial Bid Cover-II: Price Bid |
| ii) | Tender ID No. | 2026_NHPC_908159 (System Generated) |
| iii) | Tender reference No. | NH/DPS/CONT/NIT-270/2026/E163993 dated 11.05.2026 |
| iv) | Cost of bid document | Rs. 500/-+ GST@18% = Rs. 590/-(in the form of Bankers Cheque/Crossed Demand Draft in favour of "NHPC Limited" payable at SBI, Kishtwar). |
| v) | Bid Security (EMD) | The EMD as per schedule of quantity as under: Rs. 41,000/- per vehicle (for Package-I) Rs. 56,000/- per vehicle (for Package-II) in the form of Bankers Cheque/Crossed Demand Draft in favour of "NHPC Limited" payable at SBI, Kishtwar OR in the form of Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India for EMD in excess of 50,000/-. Bank guarantee shall be valid upto three months beyond the Bid validity period as per format appended OR Insurance Surety Bond as per format appended. Name of the beneficiary: NHPC Limited Kishtwar Account No.: 11451832014 |



| | | |
|-------------------------------------|--|--|
| | | IFSC Code: SBIN0004596 Address of the Bank: Kishtwar (Jammu & Kashmir) |
| vi) | Period of Bid Validity | 120 days |
| vii) | Estimated Cost | Rs. 1,52,67,964/- for Hiring of six (06) nos. of Mahindra Bolero 1500cc equivalent or higher on contractor basis for Three (03) year for Dulhasti Power Station Kishtwar *including approx. Fuel Charges, Night Charges but excluding GST as applicable under RCM Package wise estimated Cost. Package-I: Hiring of 02 no Mahindra Bolero 1500cc equivalent or higher of with one driver on contractor basis for Three year. Estimated Cost: Rs. 41,26,390/- Package-II: Hiring of 04 no Mahindra Bolero 1500cc equivalent or higher of with two driver on contractor basis for Three year. Estimated Cost: Rs. 1,11,40,520/- |
| viii) | Completion Period | 03 year |
| ix) | Tender inviting Authority | DGM (Contract), Dulhasti Power Station, Kishtwar |
| B. Critical dates of tender: | | |
| x) | Publishing Date & Time | 11.05.2026, 15:00 Hrs |
| xi) | Document Download Start Date & Time | 11.05.2026, 15:00 Hrs |
| xii) | Pre bid meeting Date & Time | Not Applicable |
| xiii) | Last date of Receipt of clarification of Bid | Not Applicable |



| | | |
|--------|--|--|
| xiv) | Bid Submission Start Date & Time | 11.05.2026, 15:00 Hrs |
| xv) | Online Bid Submission Closing Date & Time | 01.06.2026, 17:00 Hrs |
| xvii) | Offline submission closing(address, date & time) | Date & time: 03.06.2026, 17:00 Hrs Address 1: DGM(Contract), Contract Complex, Dulhasti Power Station, Kishtwar(J&K) PIN-182206 Or Address 2: Coordinator -Offline Bids, Sr. Manager (C) Contract & Procurement Wing, O/o Executive Director, NHPC Ltd. Jammu, Jammu, Distt. Jammu (J&K)-180006. |
| xviii) | Online Bid Opening of Technical Bid (Cover-I) | Date & time: 04.06.2026, 16:00 Hrs Venue: Contract Complex, Dulhasti Power Station, Kishtwar(J&K)-182206 |
| xix) | Price bid Opening (Cover-II) | Venue: Contract Complex, Dulhasti Power Station, Kishtwar (J&K)-182206 Date & time to be intimated later to the bidders whose Techno-commercial Bids |
| xx) | Date & Time of Start of e-Reverse Auction (if applicable) | Shall be intimated separately |

1. Complete Bid Document /Tender Document can be viewed and down loaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal. Any Bidder who wishes to quote for this Tender can download the Tender Document from aforesaid portal after online Bidder registration for e-tendering.

1.1. Bid Security / Earnest Money Deposit (EMD)

- 1.1.1. Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of **Rs. 41,000/ or 56,000/ (as applicable)**. Bid security / EMD may be deposited either in the form of Bankers Cheque/Crossed Bank Draft in favour of **NHPC Limited, payable at SBI, Kishtwar.**

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 Udyam



Registration Certificate for the goods/ services are exempted from furnishing the Bid Security/ 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.

Startups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from furnishing the Bid Security/EMD. They should furnish with the bid a notarized copy of the valid Certificate of recognition issued by DIPP.

No other bidders other than MSEs and Startups are exempted from furnishing Bid Security/ EMD as mentioned above.

NOTE: Only those Micro & Small Enterprises (MSEs)/ Startups will be given benefit, which has valid certificate for the services covered under this tender.

Micro & Small Enterprises (MSEs bidder whose category is Trading /Services (Trading) shall not be considered for EMD exemption and shall be rejected as per in Public Procurement Policy for MSEs Order, 2012 issued by Ministry of Micro, Small & Medium Enterprises.

- 1.1.2. The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Employer, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto without the consent of the Employer in writing during the period of validity of his offer, the Employer 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 Employer, be debarred from bidding for a period as may be considered fit by the Employer, against any Bid that might be invited by the Employer in future. The Employer will also be within its rights to circulate the information, at its discretion to other prospective Employers about the bidder having withdrawn his offer within the validity period.

- 1.1.3. 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.



1.1.4. Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Conditions of Contract. 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 through ECS mode.

1.1.5. The Bid Security / EMD shall be forfeited:

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of Bid validity specified by the bidder; or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned defaults commitments under Integrity Pact or
- (c) If the bidder does not accept the correction of its Bid Price.
- (d) If the successful bidder having been notified of the acceptance of its Bid by the Employer 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 Conditions of Contract

1.2. Annexure-I to VIII and Special Conditions of Contract along with Annexure-A and Annexure-B to be filled, signed and uploaded online by the Bidder

1.3. This work is reserved for project affected families (PAFs) of Dulhasti Power Station. Definition of Project Affected Family (PAFs) and award process has been mentioned in clause No. 2.0 and Clause No. 3.0 of the ATC.

1.4. The vehicle/s provided by bidder shall be in good running condition and shall be of Model 2024 or latest. The vehicle should be available to use 24x7 round the clock by NHPC Limited

1.5. All documents of the vehicle such as per Special Condition of Contract shall be submitted with the tender. In case, any bidder, intends to purchase the vehicle on a later date and interested to participate in above NIT, shall submit an undertaking on non-judicial stamp paper of Rs 50/- duly attested by Notary as per SCC that they will produce the vehicle along with required documentation of the vehicle, within stipulated time from the date of issue of letter of Award (LOA). In case of failure of the bidder to submit the required documents, within time, NHPC reserves the right to forfeiture of its Bid security and shall necessary action shall be taken as per term and condition of tender



- 1.6. **PAN and Goods & Services Tax Identification No. (GSTIN).** The bidders have to Pan Card and GST Registration Certificate. If any bidder, who are not registered with GST, but interested to participate in above NIT, shall submit an undertaking that they will register with GST (intra state/ interstate, as the case may be). In case of failure of the bidder to submit the required documents of GST registration/ Provisional GST registration within one month from the date of issue of letter of award, NHPC reserves the right to reject the bid/contract and to forfeiture of its Bid security.
- 1.7. **EPF Registration No.:** At the bidding stage itself, bidder has to clarify, whether the vehicle will be driven by himself (if having the valid driving licence) or by suitable hired driver. In case the bidder will drive himself, there is no need to submit EPF challan along with RA bills. In this respect, bidder has to fill Annexure -VII and submit along with the bid
- 1.8. The Bidder should not have been banned/ de-listed/ black listed/ debarred 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-I.
- 1.9. **Integrity Pact:** The Pre-contract integrity pact, signed by all the prospective Bidders and the Employer shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Annexure-II) provided in the tender is a basic qualifying requirement.
Pre-contract Integrity pact is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to signing of Contract Agreement.

To oversee the compliance under the Integrity Pact, Sr. Vinod Agarwal & Shri Prabhash Singh has been appointed as an Independent External Monitor (IEM) by the owner. The Contact Address of IEM is as under: -

| | |
|--|--|
| Dr. Vinod Agarwal B-103, Sarvodaya enclave, 2 nd Floor New Delhi - 110017 Email: arsv50@gmail.com | Shri Prabhash Singh E-7M702, Housing Board Colony Arera Colony, Bhopal, Madhya Pradesh- 462016 |
|--|--|



Email: sgmhrbpl@gmail.com

- 1.10. NHPC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection
2. **Qualification of the Bidder:** All bidders shall include the following information and documents with their bids in Qualification Information:
- 2.1. **This service contract is reserved for Local Competitive Bidding exclusively from the Project Affected Families (PAF's) of Dulhasti Power Station.**
- 2.2. a) **Definition of Project affected families (PAFs)**

The definition of Project affected families (PAFs) in relation to land acquired for Dulhasti Power Station, NHPC is as below:

- (i) a family whose land or other immovable property has been acquired;
- (ii) a family which does not own any land but a member or members of such family may be agricultural labourers, tenants including any form of tenancy or holding of usufruct right, share-croppers or artisans or who may be working in the affected area for three years prior to the acquisition of the land, whose primary source of livelihood stand affected by the acquisition of land;
- (iii) the Scheduled Tribes and other traditional forest dwellers who have lost any of their forest rights recognized under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Right) Act, 2006 due to acquisition of land;
- (iv) family whose primary source of livelihood for three years prior to the acquisition of the land is dependent on forests or water bodies and includes gatherers of forest produce, hunters, fisher folk and boatmen and such livelihood is affected due to acquisition of land;
- (v) a member of the family who has been assigned land by the State Government or the Central Government under any of its schemes and such land is under acquisition;
- (vi) a family residing on any land in the urban areas for preceding three years or more prior to the acquisition of the land or whose primary source of livelihood for three years prior to the acquisition of the land is affected by the acquisition of such land.

Note: In support of the criteria under PAF above, the bidder shall submit a Certificate issued to him or his dependent/ legal heirs/ constituents of entity by the Competent Authority i.e. either State Govt. Authority / District Authority/ Circle Officer/ Tehsildar/ any other Authority legally entitled to or entrusted by the State Govt Or Land Acquisition Officer, Dulhasti Power Station to the effect that he/she is a Project Affected



Family of Dulhasti Power Station. Then only he/she will be considered and allowed to participate in the Local Competitive bidding as PAF.

- 2.3. The Bidder shall submit an Undertaking on Non-Judicial stamp paper of Rs.50/- as per enclosed Performa Annexure-A.
- 2.4. For benefit of larger population of the nearby areas of Dulhasti Power Station, the bid of such bidders, who already have **Four (04) or more Live Letter** of Award (LOA)/ Work Orders for the Works/ Services (including Hiring of Vehicles) at Dulhasti Power Station upto the online bid submission end date, will not be considered and summarily rejected.
- 2.5. Further, option to **award second works/ services** (including hiring of vehicle) shall only be applicable if the combined award value of **Four works/ services** (including hiring of vehicle) is **limited to Rs. 125.00 lakhs**. In addition, any false claim or suppression of facts by the bidder, to get benefit/ to be eligible for participation in this NIT (which otherwise are not admissible to the bidder as per terms of NIT) if identified at any later stage, may result in rejection of their Bid and/or other penal actions as per terms & Conditions of this NIT.

2.6. The eligibility of PAF to participate in the tenders shall be considered taking into account the works awarded to PAF's family as a whole. The person, his family alongwith legal heirs shall be considered as single PAF. Declaration in this regard shall be provided by the PAF. In case of false declaration the concerned PAF shall be debarred from participation of tenders for six months.

2.7. The bidder shall have to submit an Undertaking in this regard on their letter head as per enclosed Performa Annexure-B.

2.8. Financial Criteria

- a) Average annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least **30%** of the estimated cost.
- b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
- i) **Three "similar completed works" each costing not less than the amount equal to 40% of the estimated cost; Or**
 - ii) **Two "similar completed works" each costing not less than the amount equal to 50% of the estimated cost; Or**

- iii) One “similar completed work” costing not less than the amount equal to 80% of the estimated cost.

The similar nature of works / Definition of Similar Work means “Hiring of Vehicle”

However, PAFs (as defined above) and Startups/MSEs having valid certificate of registration for the services covered under this tender may be 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

Note: Micro & Small Enterprises (MSEs bidder whose category is Trading /Services(Trading) shall not be exempted from meeting the qualification criteria in respect of Prior Experience -Prior Turnover and shall be rejected as per in Public Procurement Policy for MSEs Order, 2012 issued by Ministry of Micro, Small & Medium Enterprises

3. **Award Criteria/ Process:**

- i) **If the number of bidders are more than the number of vehicles required.**

Since item wise evaluation method has been adopted in this tender but same bidder may be L1 for more than one vehicle therefore only one vehicle shall be awarded to qualified L1 bidder on price of Global L1 bidder among different L1 bidders for similar type of vehicle. It implies that procedure to award vehicle to each of qualified L1 bidders will be adopted by bringing down their price at par to Global L1 bidder among them as stated above and accepting the same rate as offered by Global L1 Bidder till award of tendered quantity as per NIT.

- ii) **If the number of bidders are less than the number of vehicles required**

First, one vehicle shall be awarded to each eligible & qualified bidder on price of Global L1 bidder as per process mentioned at s.no.i. After this, for the rest of the vehicles, award process at s.no. i shall be repeated starting with first preference in the same order as per L-1, L-2, ---for similar type of vehicle. Consent in this regard shall also be obtained from the bidder. However, option to award 2nd vehicle shall only be applicable if the combined award value of two vehicles is **limited to Rs. 125.00 lakhs.**

If any bidder in order of preference doesn't accept the lowest rate evaluated for L1 Bidder, then the next bidder in order of preference shall be provided an opportunity to accept and execute the work on same rate as offered by Global L1 bidder

4. To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and other required document to meet the aggregate of the qualifying criteria. Failure to



produce the certificates and documents as mentioned above shall make the bid non-responsive.

5. Performance Security/ Security Deposit and Signing of Agreement

5.1. Within 28 days of receipt of Order, the Contractor shall furnish to the Engineer-in-Charge a performance security in the form of Demand Draft from an Indian Nationalized Bank or any Scheduled Bank in India for an amount equal to (5) Five percent of the originally awarded contract price. Alternatively, in case of non-submission of Demand Draft towards Performance Security, Security Deposit shall be deducted from initial payments due to the Contractor till total amount of security deposit becomes 5% of the Contract Value.

The Performance Security/ Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any. The Performance Security/ Security deposit amount will not earn any interest for the whatsoever period detained by NHPC

5.2. The parties shall sign the Contract Agreement (three sets in Original) within 28 days from the date of issue of Letter of Award. The Contractor shall be provided with one signed original Contract Agreement. The expenses of completing and stamping the agreement shall be borne by the Contractor. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with four (4) true copies of Contract agreement within fifteen (15) days after signing of Contract

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

| Sl. No. | Document Required | Action required | Submitted Please tick (√) |
|---------|---|---|---------------------------|
| 1 | Notarized copies of Documentary evidences in support of the qualification criteria as per ATC Clause No. 1.0 and Clause No. 2. | To be uploaded online. | |
| 2. | The bidder should not have been banned/ de-listed/ blacklisted/ de-barred from business or declared ineligible on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact as Annexure-I | To be uploaded online. | |
| 3 | Integrity Pact as per Performa duly signed & Stamped at each page as Annexure-II | To be uploaded online. | |
| 4. | Tender Fee & Bid Security / EMD | To be submitted in hard copy and uploaded online. | |
| | (i) Tender Fee: Rs 590/- in the form of DD/BC | | |

| | | | |
|-----|---|---|--|
| | (ii) EMD in the form of DD/BC/BG Amounting to Rs. 41,000/- or 56,000/- (as applicable) | | |
| | Or | | |
| | (iii) Notarized copy of valid certificate towards exemption of Bid Security / EMD. | | |
| 5. | ECS Form as per Annexure-IV | To be uploaded online duly filled in. | |
| 6. | PAN - Copy of PAN card | To be uploaded online | |
| 7. | GSTIN - Copy of GST Registration No. or Declaration the bidder regarding GST Registration Certificate Annexure-VIII | To be uploaded online | |
| 8 | Declaration about Driver by the bidder as Annexure-VII | To be uploaded online | |
| 9 | Bid Proforma as per Annexure-III | To be uploaded online duly filled in. | |
| 10. | Declaration regarding Insolvency and Bankruptcy Code 2016 as per Annexure-VI | | |
| 11. | Declaration as per Annexure-V | To be uploaded online | |
| 12. | Documentary evidence (Letter of award with BOQ & completion certificate) in support of work Experience. | To be uploaded online | |
| 13. | Certificate of CA mentioning Financial Turnover of last 3 (Three) years. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past Three years shall be submitted to ascertain bidder's meeting the financial criteria. | To be uploaded online | |
| 14. | Affidavit/ Undertaking by the Bidder, Annexure-A & Annexure-B of SCC | To be submitted offline Hard copy in Original and uploaded online | |
| 15. | Schedule of Quantities & Prices i.e. Financial Bid (Price Bid) | To be filled online | |





ANNEXURE-I

(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 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-II

(To be filled and uploaded online)

(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)

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

Between

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

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at represented by Shri _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for ----- (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 itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution :-

3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any



bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any/ all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.

3.5 Deleted.

3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint



directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

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

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

3.14 The representative of the Bidders(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 Integrity Pact by the sub-contractor.

4.0 Previous Transgression

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

5.0 Earnest Money (Security Deposit)

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

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question, shall entitle the Employer to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annexure-A** and initiate all or any one of the following actions, wherever



required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) Deleted.

(v) To encash the Bank guarantees, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.

(vi) Deleted.

(vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHPC Ltd. (**Annexure-A**), which may be further extended at the discretion of the Employer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.

(x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Employer to the effect that a breach of the provisions of this



Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.

7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he/she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at an later date, the IEM shall inform CMD, NHPC and recuse himself/ herself from that case.

7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.



7.8 The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

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

8.0 Facilitation of Investigation

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

9.0 Law and Place of Jurisdiction

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

10.0 Other Legal Actions

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

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

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

11.0 Validity

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

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

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

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



For & On behalf of the Employer
Bidder/Contractor

(Office Seal)

Place-----

Date-----

Witness1. _____

Witness1. _____

(Name and address)

2. _____

(Name and address)

For & On behalf of the

(Office Seal)

Place-----

Date-----

(Name and address)

2. _____

(Name and address)



Annexure-A to Integrity Pact

Guidelines on Banning of Business Dealings

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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



these guidelines is indicated as 'Agency'.

- ii) **"Unit"** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) **"Competent Authority"** and **'Appellate Authority'** shall mean the following:
 - a. For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
 - Competent Authority: CMD
 - Appellate Authority : Board of Directors
 - b. For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)
 - Competent Authority: Concerned Director/Executive Director as the case may be
 - Appellate Authority: CMD /Concerned Director as the case may be
 - c. For works awarded/under Tendering from 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: Next higher authority
- iv) **"Investigating Committee"** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Banning/ Suspension

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

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under



investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region / Corporate Office (in case the works awarded/ under Tendering from Corporate office).In case of work falling in the competency of HOP and below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Appendix- I**
- 6.0 **Ground on which Banning of Business Dealings can be initiated**
- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;



- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

7.0 Procedure for Banning of Business Dealings

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/ Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of



CGM and below.

- 7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
- a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implication for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

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

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



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

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

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

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

7.5 Speaking Order

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

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

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the competent authority shall decide on the period of banning on the case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the ac/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has



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

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

7.7 Effect of Banning

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

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

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

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



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

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

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

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

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

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



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

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



Appendix -I

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

- i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension
- ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.



- iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and Price Bids have already been opened, the tendering process shall be continued
- v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

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

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

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

ii) **Banning of joint Venture:**

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

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

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on your agency



as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

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

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

Yours faithfully,

For & On behalf of NHPC

Note: Strike out whichever is not applicable



Appendix -II

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC



Appendix -III

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Banning of Business Dealings

Dear Sir,

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

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

“Brief of the Default may be mentioned”

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

(In order to make the Intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a Show Cause Notice and consideration of representation in reply to show cause notice, opportunity of personal hearing, if any, shall be communicated to the Agency concerned along with a reasoned order. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no reply to the Show Cause Notice was received or request for personal hearing was not made shall invariably be indicated in



the communication to the Agency. The above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice/ or any unethical practice and/ or violation of any provision of Tender/ Contract Condition having serious implications.)

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period of _____years/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry/ Bid/ Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- vi) a) In case the Firm is in Joint Venture the following would also be applicable:

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

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

- ii) **Banning of joint Venture:**

As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to



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

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

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

- c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
- d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

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

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



Appellate Authority:

Designation:

Address:

Ph. no.

e-mail:

Yours faithfully,

For & On behalf of NHPC

Note: Strikeout whichever is not applicable



Appendix -IV

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

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

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

2. Your Appeal reference Dt.....

Dear Sir,

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

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

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

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



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

Yours faithfully,

For & On behalf of NHPC



10. Whether furnished & filled all :
Schedules/ Annexure appended
to the tender documents.
11. Goods & Services Tax Identification No.
(GSTIN) :
12. EPF No. :
13. PAN :
14. HSN Code/ SAC (To be mentioned HSN/SAC Codes
Against the items under Scope of Work
as per BOQ)

Station: _____

Date: _____

For & on behalf of _____

Signature: _____

Name : _____

Designation: _____

(of the authorized representative of the
bidder)

Official Seal of the Company:



ANNEXURE-IV
(to be filled and uploaded online)

ECS-Form

NHPC Limited
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

- 1. BIDDER'SNAME : _____
- a) ADDRESS : _____

- b) Phone/MobileNo. : _____
- 2. PARTICULARS OF BANK ACCOUNT::
- a) BANKNAME : _____
- b) BRANCHNAME : _____
- c) ADDRESS : _____
- Telephone No. : _____
- d) IFSC CODE OF THE BANK: _____
(For payment through RTGS)
- e) ACCOUNT TYPE : _____
(S.B. Account/Current Account or/
Cash Credit with code 10/11/13)
- f) ACCOUNT NUMBER : _____
(As appearing on the Cheque Book)

| | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason so f 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.

(Banks Stamp) _____
Date: _____ Signature of the Authorized
Official from the Bank

ANNEXURE-V

(to be filled and uploaded online)

**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-VI

[to be filled and uploaded online (scanned copy)]

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

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

(Seal & Signature of Bidder)

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

(To be filled and uploaded online)
(To be executed on Letterhead of the Sole Bidder)

Declaration about Driver by the bidder

Name of Work: Hiring of 05 (Five) no. Load Carrier/Multi Utility Vehicle (05-seater-03 nos & 02-seater-02 nos) on contractor basis for two year for Dulhasti Power Station Kishtwar

(Please tick ✓ in the appropriate checkbox below)

I will drive the vehicle throughout the contract period and thus EPF challans shall not be required to submit along with RA bills. My Driving Licence No. is

_____ and valid upto _____ or the required driving licence shall be produced well before the issue of letter of award (LOA).

I will hire a suitable driver to drive the vehicle throughout the contract period and shall submit EPF challans along with RA bills.

(Signature of the Authorized Signatory)

(To be filled and uploaded online)
(To be executed on Letterhead of the Sole Bidder)

Declaration by the bidder regarding GST Registration Certificate

Name of Work: Hiring of 05 (Five) no. Load Carrier/Multi Utility Vehicle (05-seater-03 nos & 02-seater-02 nos) on contractor basis for two year for Dulhasti Power Station Kishtwar

(Please tick √ in the appropriate checkbox below)

- I have GST registration certificate and submitting GST registration Certificate along with technical Bid.
- I am not registered with GST, but interested to participate in above NIT and undertake that I will register with GST (intra state/ interstate, as the case may be), if contract awarded to me. In case of failure in submission of the required documents of GST registration/ Provisional GST registration within one month from the date of issue of letter of award, NHPC reserves the right to reject the bid/contract and to forfeiture of its Bid security.

(Signature of the Authorized Signatory)

SPECIAL CONDITIONS OF CONTRACT

This bid is reserved only for Project affected families (PAF's)

The following special conditions shall be read in conjunction with the corresponding relevant provisions made in the General Conditions of Contract and in case of any discrepancy or variation or contradiction between them, the provisions made under these Special Conditions of Contract, shall prevail:

1. Contractor shall be provide the vehicle from 01.05.2026.
2. The vehicle/s provided by bidder shall be in good running condition and shall be of Model 2026. The vehicle should be available to use 24x7 round the clock by NHPC Limited.

Definition of Similar Work: "Hiring of Vehicle"

3. The contract shall be valid for Three year from the date of actual date of hiring of vehicle. Contract can be extended for further one year or more at the discretion of Corporation on the same rates terms and conditions subject to the good performance and requirement of Power Station.
4. The vehicle shall be hired for 24 hours dry hiring basis. Driver charges are included in the hire charges. The contractor shall comply with all statutory provisions as per labour laws. The wage payments in respect of deployed driver are to be directly credited to his bank account through digital/Cheque payments mode and documentary evidence for the same is to be submitted to the Engineer-In-Charge by the contractor.
5. The contractor shall obtain the police verification of all the deputed drivers & substitute driver (prior to deployment of the vehicles) from the concerned Police Station and it shall be produced to the Engineer in charge, before deployment of the vehicles.
6. In case the vehicle/s do not report for duty for the particular day on the ground beyond the control of the driver i.e. due to FORCE MAJEURE conditions, neither any payment shall be deducted from the contractor nor any penalty shall be imposed for that day only,

subject to proper verification of actual facts by the representative of concerned complex. However, in case of road blockade lasts for longer period, the corporation will take decision as deemed fit. FORCE MAJEURE shall include war, riots, road blockade, heavy snowfall, flood and Bandh or any other reason beyond the control of the driver.

7. The vehicles intended to be given on hire shall be produced for inspection within (28) Twenty Eight days of issue of letter of award along with all relevant documents for vehicle deployment viz. RC, Insurance, Route Permit, Fitness Certificate, PUC etc. Deployment of vehicles shall be accepted subject to fulfillment of above mentioned criteria otherwise vehicles shall be liable for rejection. The vehicles provided/accepted by DPS Kishtwar, NHPC Limited may not be withdrawn during the currency of the contract period by contractor otherwise NHPC Limited at its discretion may cancel the order & forfeit the EMD kept as security deposit

8. The contractor shall get the vehicles insured comprehensively at their own cost for covering all the risks. He will be responsible for compensation payable arising out of any accident including any payment to the third party, if imposed. NHPC shall not be responsible for any compensation during the validity of contract period.

9. Any loss to the property of the Corporation due to the negligence of drivers shall be borne by the contractor of the vehicle.

10. Any compensation on account of accident or damage to the vehicle or for death of any private party/NHPC employee or injury or loss, if any, shall not be paid by NHPC Limited and shall be borne by the contractor of vehicle/s.

11. The drivers deputed with the vehicles should be well behaved and have valid licenses, experience and wear proper uniform (Navy Blue Shirt & Trouser). In case of misbehavior/unsatisfactory performance, the contractor of vehicle shall replace the driver immediately. However, in case contractor of vehicle/s fails to provide the substitute driver, NHPC is empowered to impose a special penalty upon contractor of vehicle up to minimum of Rs.500/- per day. In case of change of driver, contractor shall be bound to

take prior consent of concerned complex head under intimation to concerned complex head with whom the vehicle will be deployed

12. The contractor shall provide mobile phones to the drivers engaged by him. Necessary charges in this regard shall be borne by the contractor of the vehicle/s.

13. The drivers deputed with the vehicles shall keep and maintain the logbook of the vehicles issued by NHPC Limited, which should be completed every day for each journey undertaken. Authorized representatives/officers using the vehicle shall authenticate the journey in the logbook. The vehicles meter should be in working condition and the logbook filled should show/match the kilometer reading.

14. In case driver found absent from designated duty place, after parking the vehicle, it will be treated as non availability of vehicle. For this no payment will be made and penalty @ Rs.1000/- per day will be imposed, which will be recovered from the current Bill.

15. All taxes (Road Tax, Passing Fee, fines etc) and other duties for J&K state shall be borne by the contractor of the vehicle/s.

16. If vehicle/s is/are required to be sent outside Kishtwar for department official purpose, then Interstate Taxes/ Route Permit charges (for journey outside J&K such as Punjab, Haryana, Himachal and Delhi etc) and Toll Tax & Parking/Taxi Stand Fee on official duty shall be reimbursed extra as per actual subject to production of valid documentary proof

17. Kishtwar Lorry Adda charges shall be borne by Contractor, NHPC will not be responsible for any discrepancy .

18. All the provisions under the Motor Vehicle Act, Labour Laws & other statutory requirements as applicable will be complied by the contractor of vehicle/s. No liability on any account due to non-compliance by the contractor of vehicle shall be borne by NHPC.

19. Contractor of vehicle shall provide all the statutory documents like, route permit, token tax, passenger tax, fitness, insurance certificate, PUC, valid driving license of the drivers etc. at the beginning of the contract which shall be renewed from time to time under

intimation to Mechanical complex. Noncompliance will be treated as non-deployment of vehicle. In that case, NHPC may hire the substitute vehicle from other sources on the risk and cost of Contractor apart from imposing of penalty @ Rs.500/- per day from the payments to be made to the contractor.

20. Income Tax & other taxes as applicable shall be deducted from the running bill of contractor of vehicle.

21. The contractor/owner of vehicle is bound to run the vehicle strictly as per timetable given by NHPC Limited. NHPC will, however, intimate any change in time schedule well in advance.

22. If the contractor fails to provide the vehicles as per the scheduled date of contract, the EMD/Security Deposit will be forfeited and the contract will be cancelled.

23. Penalty of Rs. 500/- will be imposed if the vehicle is found running late for more than half an hour on the fault of the contractor of vehicle. No payment will be made if contractor fails to provide substitute vehicle for breakdown period of the vehicle and penalty @ Rs.1000/- per day will be imposed, which will be recovered from the current running bill.

24. In case the contractor of vehicle/s fails to provide the substitute vehicle/s for the breakdown period then the NHPC may hire vehicle/s from other sources for the urgent work and cost incurred thereon shall be recovered from the running bill of the contractor apart from imposing of penalty @ Rs.1000/- per day from the payments to be made to the contractor.

25. The vehicles shall not be allowed to be utilized by the contractor of vehicle for the non-utilization period other than for mentioned purposes only. In case contractor of vehicle use the vehicle for personal use, penalty @ double of running charges for km run shall be imposed. However, NHPC can utilize the vehicle in free time other than stipulated.

26. All type of repairs, preventive maintenance & cleaning/washing of the vehicles shall be the responsibility of the Contractor of vehicle. No fuel will be issued by the department.

Diesel, oil & lubricants etc. required for running of vehicle shall be arranged by the contractor/owner of vehicle at its own. However, fuel charges shall be reimbursed to the contractor alongwith monthly RA Bills as per following Formula:

(Verified actual KM run during the month) x (Prevailing Average Diesel Rate of Calendar month under consideration at IOCL Outlet, Kishtwar) / Fuel Efficiency of Vehicle i.e. Average Fuel Consumption of vehicle in KM per Litre

On a rough estimate, Fuel efficiency of 10 KM per Litre has been considered.

However, Actual fuel efficiency of vehicle i.e. Average Fuel Consumption of Vehicle in KM per Litre shall be decided through a KPL Test of Vehicle by a Joint Committee of DPS Officials & Contractor after deployment of vehicle.

27. On a rough estimate, the vehicle may run generally for 2000-2500 Km tentatively in a month which may however range anywhere on lower side as well higher side than the estimate based on actual requirement of NHPC Ltd. If vehicle runs any more or less than this, no claim will be entertained from either party, except for actual consumption of diesel as per clause 26 above.

28. The vehicles will be plied on all the days or as per the requirement of NHPC Limited. However contractor/owner of the vehicle may use two days in every month for repair/maintenance of the vehicle with the prior consent of concerned complex head to whom the vehicles will be deployed for which neither payment will be made nor penalty will be imposed. In case it takes more than two days, penalty @ Rs. 1000/- per day will be imposed if the contractor of vehicle/s fails to provide the substitute vehicle/s of the same make and type.

29. Parking, watch & ward of the vehicles shall be the responsibility of the contractor of vehicle. No claim of any kind in this respect will be entertained/ accepted by NHPC Limited.

30. Parking of the vehicles shall be done at Office Complex, Chenab Nagar, Dulhasti Power Station, Kishtwar. A fine of Rs. 200/- per day for non-parking shall be imposed on the

contractor, which will be deducted from the current running bill. However, approval of Engineer-in-charge shall be obtained specifically for outside parking in case of emergency.

31. In case any unauthorized person/material is found travelling/transporting in the vehicle/s, the penalty @ Rs. 500/- for each such instance shall be imposed.

32. In case of any dispute arising out of this contract, the Hon'able Court at Kishtwar only shall have the jurisdiction to adjudicate upon.

33. Out station Night Halt other than Kishtwar shall be paid extra @ Rs.400/ Night for deployed Driver. Out station Night Halt other than Kishtwar and other project site, shall be paid extra @ Rs.400/ Night for the driver.

34. The contract may be cancelled by issuing one month notice from the employer side, i.e. NHPC Limited.

35. Signing of Agreement will be done between NHPC & Owner of the Vehicle on Non Judicial Stamp Paper of appropriate value within stipulated time as per terms & conditions of Tender. Without the signing of Agreement no payment will be released.

Following documents will be required at the time of signing of agreement.

- i) Copy of Ownership.
- ii) Copy of Registration Certificate
- iii) Copy of PAN Card & GST Number as applicable.
- iv) Copy of valid Commercial Driving License
- v) Copy of Comprehensive Insurance Policy of Vehicle
- vi) Copy of Route Permit/ Road Permit (Taxi Permit)
- vii) Copy of Pollution Under Control Certificate

36. LD: Any GST liability on account of Liquidated damages shall be borne by the Contractor.

37. All statutory requirements/compliances required during/for execution of the given work, it shall be the responsibility of the contractor to ensure compliance to the State Motor

Vehicles Rules at all times.

Scope of Work

1. Name Of work:-Hiring of 06 No. Bolero 1500 cc ,
04 No. with 02 Driver (for CISF) and 02 No. with 01 Driver for Dulhasti
Power Station Kishtwar. The Model of Vehicle shall be 2026 .
2. Necessity:-To provide Staff duty for office work and security at
Dulhasti Power Station.
3. Budget:- Budget available under RBE 2025-26 , BE 2026-27 head 921108, 921403.
4. Period of Hiring:- The contract shall be valid for Three years from the date induction and
shall be extendable as per the requirement.
5. Mode of Hiring: Through E –tender.

AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

This AGREEMENT is made on the day of BETWEEN

(1) NHPC Ltd., a corporation incorporated under the laws of INDIA and having its Registered Office at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003, HARYANA (hereinafter called “the Employer”), and which expression shall include its permitted successors and assigns.

and

(2) M/s and having registered office at (herein after referred to as “The Contractor”) which expression shall include the permitted successors and assigns.

“WHEREAS the Employer is desirous of and have invited enquiry vide for the purpose of the said work.

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

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

- i) Section-I : Letter of Award
- ii) Section-II : Special Conditions of Contract
- iii) Section-III : General Conditions of Contract
- iv) Section - IV : Any other documents forming part of the Contract

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed above.

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

NOW THESE PRESENT WITNESS AND the parties hereto hereby agree and declare as follows:

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

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

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

(For and on behalf of
the Contractor)

(For and on behalf of
the Employer)

In the presence of

In the presence of

1.

1.

Annexure-A

(To be submitted in original by Bidder on **Non-judicial stamp paper of value not less than Rs.50/-** of J&K State Govt. duly attested by Notary at the time of submission of bid)

AFFIDAVIT / UNDERTAKING

"I/We, M/s _____ (Name & address of Bidder) do hereby solemnly undertake as under:

1. That the deponent is one of the contestants in the NIT floated by Dulhasti Power Station, NHPC Ltd, Kishtwar vide NIT No: _____ for the work
" _____ "
2. That the deponent is permanent resident of Dist. Kishtwar (J&K) and participated in said tender under **PAFs** category of Dulhasti Power Station, Dist. Kishtwar, J&K as per terms & conditions of NIT. (*Necessary proofs in support of this to be attached by bidder alongwith their Technical Bid*).
3. That the deponent do hereby declares that the said vehicle-----(*please mention specification of Vehicle*) as per NIT shall be made available for inspection to the Authorized Representative of Dulhasti Power Station, NHPC Ltd, Kishtwar within a period of **28 (Twenty Eight) days** from the date of issue of Letter of Award and the other required documents of the Vehicle i.e. Registration Certificate, Road Tax, Fitness Certificate, Comprehensive Insurance Policy, Commercial Permit, Permit for Ply in J&K, Pollution Certificate etc. shall be produced at the Time of Agreement.
4. That the deponent hereby declares that (*Strike out whichever is not applicable*)
 - a) The deponent shall drive the said vehicle on its own. In case, under any justified & acceptable circumstances, the deponent chooses to deploy the driver at any stage subject

to prior permission from EIC & fulfillment of other obligations as per contract, all statutory compliances as per labour laws including payment of minimum wages & EPF etc as applicable shall automatically become applicable & binding on deponent with regard to deployment of driver with the vehicle. However, no compensation in this regard shall be claimed by deponent or payable by NHPC for the deployment of Driver by deponent except as applicable for any new revision in minimum wages during currency of contract as per terms & conditions of above said NIT.

Or

- b) The deponent shall drive the said vehicle through the Driver and shall comply with all statutory provisions as per labour laws including payment of minimum wages & EPF etc as applicable as per terms & conditions of above said NIT
- 5. That the contents above said are true and correct to the best of my knowledge and belief and if any information laid above, is found false later on, my bid is liable to be treated as non-responsive and eventually causing rejection of the same and I shall be held wholly responsible to face all consequences as per terms & conditions of above said NIT.

Deponent

VERIFICATION

Verified at _____(Place) on _____Day of_____(month) 2024 that the averments made above are true and correct and nothing has been concealed thereof.

Deponent

(To be submitted in original by Bidder on their Letter heads at the time of submission of bid)

**UNDERTAKING BY BIDDER FOR THE WORKS/ SERVICES AWARDED
(INCLUDING HIRING OF VEHICLES)**

To,

Group Sr Manager (Contract)

Dulhasti Power Station, NHPC Ltd.

Dist. Kishtwar, J&K-182206

Sir,

We confirm about the status of awarded Works/ Services at Dulhasti Power Station as below:

(Strike out whichever is not applicable)

1) That there is no Live Letter of Award (LOA)/ work order for the works/ services at Dulhasti Power Station upto the online bid submission end date.

Or

2) That the total no. of Live Letter of Award (LOA) / Work Orders for the Works/ Services awarded at Dulhasti Power Station is/ are Nos. *(mention the no. of awarded works/ services/ vehicles)* as per details given below:

| S. No. | Name of Works/ Services | LOA/WO No. | Date of LOA/WO | Amount (Rs.) | Date of Expiry of |
|--------|----------------------------|---------------|-------------------|--------------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |

(Signature & Seal of Bidder)

SCHEDULE OF QUANTITIES AND PRICES (BILL OF QUANTITIES)

Name of work- Hiring of six (06) nos. of Mahindra Bolero 1500cc equivalent or higher on contractor basis for Three (03) year for Dulhasti Power Station Kishtwar

NIT No.- NH/DPS/CONT/NIT-270/2026/E163993 dated 11.05.2026

| Sr. No. | Description of Item | Unit | Qty | Rate | Amount |
|---------|---|------|------|---------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1 | Package-I: Fixed charges per day for Hiring of Mahindra Bolero 1500cc equivalent or higher of with One driver on contractor basis for Three year | days | 1096 | To be quoted online | Auto Generated |
| 2 | Package-II: Fixed charges per day for Hiring of Mahindra Bolero 1500cc equivalent or higher of with Two driver on contractor basis for Three year | days | 1096 | To be quoted online | Auto Generated |

Note:-

1. Bidder has to quote in the Col. no. 5 of this Schedule for Hiring of One Vehicle Only. GST shall be extra (as applicable) under Reverse Charge Mechanism. EPF contribution and ESI Contribution charges (In case ESIC is not applicable, then Mediclaim charges) shall be considered as inclusive with other applicable charges in the quoted rate in Col. no. 5.
2. Vehicle shall be awarded individually subject to Award Criteria as mentioned tender document and Special Condition of Contract (SCC).
3. Average fuel consumption of the vehicle shall be regulated **as per Clause no. 26** of Special Condition of Contract and accordingly the reimbursement of fuel charges will be made in each monthly bill of the vehicle.
4. Statutory variation, in Taxes and Duties or levy of any **new Tax after 28 (Twenty Eight) days** prior to deadline for submission of bid will be regulated as per terms & conditions of contract.
5. It is hereby confirmed that, except as otherwise stipulated in the Tender Specification and the statutory variations permitted as per the Contract, the above unit rates and other charges as mentioned in this Schedule, will remain firm till the subject work is completed. Further, it is confirmed that no other charges would be payable by NHPC, in connection execution of the Contract.

6. Contract Price shall mean total price mentioned in Column No. 6 inclusive of GST.