

NHPC LTD
(A Govt.of India Enterprise)



CHAMERA POWER STATION-I, P.O. - KHAIRI, DISTT.-CHAMBA (H.P)

TENDER DOCUMENTS HIRING OF VEHICLES

Name of Work: -Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published

Total Estimated cost fixed charges :Rs.15,40,804/- (Including GST)

Tender Specification No.:-NH/CPS-I/P&C/W-1573/2025-26/333 DATED: 13/11/2025

Work reserved for Project Affected Families (PAFs) of CPS-1 only

 एनएचपीसी NHPC	NHPC Limited (A Govt. of India Enterprise) एनएचपीसी लिमिटेड (भारत सरकार का उद्यम)	O/o Deputy General Manager (P&C) Chamera Power Station Stage-I, PO: Khairi-176325, Distt: Chamba, (HP) Ph. 01899 -263022 Tel/263022(Fax) TIN No :02070400148 E-mail: pnc-chamera1@nhpc.nic.in CIN No.:L40101HR1975GOI032564
---	---	---

An ISO 9001:2015, ISO 14001:2015 ISO 45001:2018 CERTIFIED POWER STATION

निविदाआमंत्रण ई- (खुली) सूचना

एनएचपीसी लिमिटेड, चमेरा पावर स्टेशन-1 के तरफ से निम्न कार्य के लिए ऑनलाइन निविदा आमंत्रित की जाती है :-

I	बिड सूचना संदर्भ	NH/CPS-I/P&C/W-1539/2025-26/333 DATED: 13/11/2025	
II	बिड सूचना के अनुसार कार्य विवरण	Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published .	
III	अनुमानित लागत	Total Estimated cost fixed charges:Rs. 15,40,804/- (Including GST)	
IV	वांछित बिड सेक्युर्टी	Earnest money of Rs.31,000/- in the form of Crossed Demand Draft/ Bankers Cheque in favour of "NHPC Limited" payable at Khairi (SBI Khairi- Branch, IFSC Code SBIN0008844).	
V	कार्य पूर्ण होने की अवधि	Hiring for the period of 36 Months.	
	महत्वपूर्ण तारीख व समय	से	तक
	पब्लिश करने की तारीख		
	a) निविदा दस्तावेज़ खरीद व बिड सेक्यूरिटी की तारीख	As per time mention in GEM bidding documents.	
	b) ऑनलाइन निविदा दस्तावेज की प्रस्तुति	As per time mention in GEM bidding documents.	
	c) फ़िज़िकल दस्तावेज़ तथा ईएमडी व टेंडर फीस की बंद लिफाफे मे प्रस्तुति	As per time mention in GEM bidding documents.	
	d) ऑनलाइन तकनीकी निविदा खोलने की तिथि	As per time mention in GEM bidding documents.	
	e) प्राइस बिड खोलने की तिथि	अलग से सूचना प्रेषित की जाएगी।	
	f) स्वतंत्र बाह्य मॉनिटर	Dr. Vinod Aggrawal, IAS (Retd.), Sh. Prabhash Singh, ITS(Retd.) & Sh. Upendra Malik, CES (Retd.)	

अवस्थिति: चमेरा पावर स्टेशन-1(3x180MW), एनएचपीसी लिमिटेड की एक मुख्य हाइड्रो पावर स्टेशन है जोकि हिमाचल प्रदेश के चंबा जिला के खैरी में अवस्थित एक अत्यंत ही सुंदर स्थान है। नजदीकी रेलवे स्टेशन पठानकोट है जोकि पावर स्टेशन से 105 किलोमीटर की दूरी पर है। नजदीकी हवाई अड्डा पठानकोट व कांगड़ा है जोकि 110 किलोमीटर की दूरी पर है। दूसरा हवाई अड्डा जम्मू व अमृतसर है जोकि पावरस्टेशन से 220 किलोमीटर की दूरी पर है।

कृते एनएचपीसी लिमिटेड
-sd/-
उप महाप्रबन्धक (संविदा)

SECTION-0

NOTICE INVITING TENDER(NIT)

“Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published .” is invited for and on behalf of NHPC Limited from local competitive bidders (PAF only) as briefly described here under:

I.	Reference to Bid Specification:	NH/CPS-I/P&C/W-1573/2025-26/333 DATED: 13/11/2025	
II.	Work covered by the Bid Specification:	Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published .”	
III	Estimated cost of the work-	Total Estimated cost fixed charges:Rs. 15,40,804/- (Including GST)	
IV	Required Bid Security (EMD):	Earnest money of Rs.31,000/-in the form of Crossed Demand Draft / Bankers Cheque in favour of “NHPC Limited” payable at Khairi (SBI Khairi-Branch, IFSC Code SBIN0008844).	
V	Work Completion Period	Hiring for the period of 36 Months.	
	Required validity of Bid (from the date of opening of Tenders)	120 days	
	Date and time	From/At	Till
Date of Publish	a) Sale of Tender Document and bid security date	As per time mention in GEM bidding documents.	
	b) Online Bid Submission		
	c) Date and time of Receipt of Bid security & other supporting documents etc. In sealed envelope		
	d) Opening of online Techno-Commercial Bid	As per time mention in GEM bidding documents.	
VI	Language of bid	English	
VII	Bid Currency	Indian National Rupee (INR)	
VIII	Date of Price bid opening	Will be Intimated Separately	
VIII	Independent Monitor External	Dr. Vinod Aggrawal, IAS (Retd.), Sh. Prabhash Singh, ITS (Retd.) & Sh. Upendra Malik, CES (Retd.)	

-S/d-

Dy. General Manager (P&C),
Procurement & Contract,

Chamera Power Station-I, Khairi,
Distt Chamba (HP)
Phone no 01899-263022
E-mail ID:-pnc-chamera1@nhpc.nic.in

General Conditions

1. **This NIT is reserved for Project Affected Families (PAFs)of Chamera-1 Power Station and the bidders should have to full fill the following qualification criteria:**

Prospective bidder should have experience of satisfactorily work done as a prime contractor for a minimum period of one year of following magnitude in percentage of the Annualized Estimated Cost*(i.e **Rs.5,13,602/-**) alongwith satisfactory completion certificate issued by the employer for the similar work during last seven year ending last day of the month previous to the one in which application are invited.

One similar completed work costing not less than the amount equal to 80% of the annualized estimated cost.

Or

Two similar completed work each costing not less than the amount equal to 50% of the annualized estimated cost.

Or

Three similar completed work each costing not less than the amount equal to 40% of the annualized estimated cost.

$$\text{*Annualized Estimated Cost} = \frac{\text{Total Estimated Cost}}{\text{Period of Completion in years (n)}}$$

In case period of the completion is less than 1 year then value of (n) will be considered as 1.

Similar Work is defined as “Hiring of any vehicle”(In case of experience of private organization , TDS Certificate of the organization is required)

- 1.1 Average annual financial turnover during the last three (03) financial years ending 31st March of previous financial year should be at least 30% of the Annualized Estimated Cost.
 - (i) In case the turnover is more than Rs. 1 Crore, the prospective bidder is required to furnish the copy of audited Balance Sheet and P&L account.
 - (ii) In case the turnover is less than or equal to Rs. 1 Crore, the prospective bidder is required to submit the copy of annual turnover duly certified by Chartered Accountant in case audited Balance Sheet and P&L account are not being maintained by the prospective bidder.
2. Bank Draft of EMD (if applicable) issued prior to the date of NIT will not be accepted and tender documents will be treated as non responsive.
3. Even though the bidders meet the above qualifying criteria, they are disqualified if firm/contractor:
 - I. has been blacklisted by the Power Station or Corporation or
 - II. has made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
 - III. has participated in the previous bidding for the same work and had quoted abnormally low rates and could not furnish rational justification for same to the Employer or did not agree upon additional performance security deposit,
 - IV. is defaulters as intimated by Excise & Taxation Department of HP Govt. and no objection certificate/clearance certificate from the Excise & Taxation Deptt is not produced.
4. The rate quoted for the NIT shall remain valid for a period of 120 days from the date of opening of

tenders. If any bidder/ tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid and found disqualified, the bid shall be considered as non-responsive and shall not be considered for evaluation.

5. An undertaking on non-judicial stamp paper of Rs.100/-duly notarised by the Notary (Ref. Annexure-III) that they will produce the vehicle along with required documentation of the vehicle at the time of signing of agreement which shall be notified in the Letter of Award (LOA). In case of failure to provide the vehicle within the time frame stipulated in the LOA, the Contractor will not be permitted to participate in any future bidding in Power Station for the next one (01) year from the date of cancellation of LOA.
6. Disclosure under the micro, small and medium Enterprises development act, 2006.
7. Declare the status of your firm under Micro, Small and medium Enterprise on the criteria as below (Essential for every bidder):
In case of Enterprise engaged in service and manufacturing or production of goods-
 - I. A Micro Enterprise, where the investment in plant and machinery or equipment does not exceed Rs.2.5 Crore and turnover does not exceed Rs. 10 Crore.
 - II. A Small Enterprise, where the investment in plant and machinery or equipment does not exceed Rs.25 Crore and turnover does not exceed Rs. 100 Crore.
 - III. A Medium Enterprise, where the investment in plant and machinery or equipment does not exceed Rs.125 Crore and turnover does not exceed Rs. 500 Crore.
8. NHPC Limited reserves the right to terminate/extend the tendering process any time and/or reject any or all of the tenders and is not bound to accept the lowest tender without assigning any reason. Conditional tenders will be treated as non responsive and rejected.
9. "Schedule of Quantities & Prices" (Price bid) is to be submitted online.
10. **Late Bids:** - Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the offline documents, if received by the employer after the deadline for submission of bids prescribed in bidding data, then it will be considered as "Late Bid" notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non responsive and shall not be processed further.
11. If a firm/bidder quotes "NIL" charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
12. The bidder should not have been banned/de-listed/black listed/debarred from business by any PSU/Govt. Department during last three years on the following grounds (Self declaration in this regard is to be submitted as per enclosed proforma):
 - (a) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
 - (b) 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;
 - (c) If business dealings with the Agency have been banned by the Ministry of Power, Government of India.

- (d) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- (e) 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;
- (f) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

13. Shortcoming of any type shall have to be replied to the Department by the bidder if asked for from them. Non submission of information or document as desired by the department at this stage makes enough ground for rejection of the tender without assigning any reason.

For and on behalf of NHPC Ltd.

-S/d-

**Dy General Manager (P&C)
P&CDivision,CPS-I**

Section-I

INSTRUCTION TO BIDDERS

Name of Work:- Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published .

The Bidders are advised to study the following carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

- 1. This NIT is reserved for Project Affected Families (PAFs) of Chamera-1 Power Station and the bidders should have to full fill the following qualification criteria:**

Prospective bidder should have experience of satisfactorily work done as a prime contractor for a minimum period of one year of following magnitude in percentage of the Annualized Estimated Cost*(i.e **Rs.5,13,602/-**) alongwith satisfactory completion certificate issued by the employer for the similar work during last seven year ending last day of the month previous to the one in which application are invited.

One similar completed work costing not less than the amount equal to 80% of the annualized estimated cost.

Or

Two similar completed work each costing not less than the amount equal to 50% of the annualized estimated cost.

Or

Three similar completed work each costing not less than the amount equal to 40% of the annualized estimated cost.

$$\text{*Annualized Estimated Cost} = \frac{\text{Total Estimated Cost}}{\text{Period of Completion in years (n)}}$$

In case period of the completion is less than 1 year then value of (n) will be considered as 1.

Similar Work is defined as “Hiring of any vehicle”(In case of experience of private organization , TDS Certificate of the organization is required)

- 1.1 Average annual financial turnover during the last three (03) financial years ending 31st March of previous financial year should be at least 30% of the Annualized Estimated Cost.
 - (i) In case the turnover is more than Rs. 1 Crore, the prospective bidder is required to furnish the copy of audited Balance Sheet and P&L account.
 - (ii) In case the turnover is less than or equal to Rs. 1 Crore, the prospective bidder is required to submit the copy of annual turnover duly certified by Chartered Accountant in case audited Balance Sheet and P&L account are not being maintained by the prospective bidder.
- 2.1 The Bidders, in their own interest, are also advised to inspect and examine the site and its surrounding and satisfy themselves, before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.

- a) Site conditions including access to the site, existing the required roads and other means of transport/communication (other than that of the Corporation) for use by him in connection with the work.
- b) Geological, metrological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the Information of the work.
- c) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or effect the work of the cost thereof under this contract except the materials agreed to be supplied by the Corporation.

2.2 The bidders should note that information if any, in regard to the site and local conditions, as contained in these tender documents, has been given merely to assist the bidders and is not warranted being complete.

2.3 The bidder should note and bear in mind that the Corporation shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the bidders shall be their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Corporation.

3 Immediately upon receipt of the Tender Documents from the Corporation, all the bidders are urged to submit a written request at least ten days prior to the bid submission end date to the tender inviting authority, on matters where clarification for additional information is desired.

The tender should be submitted in the prescribed electronic form and the same should be signed properly as laid down hereunder:-

- a) If the tender is submitted by an individual, it shall be signed by the individual above his full name and address.
- b) If the tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
- c) If the tender is submitted by a firm in partnership; it shall be signed by all the partners of the firm above their full names and current business addresses or by a partner holding the power of attorney alongwith authority of executant for the firm by signing the tender in which a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tenders.
- d) If the tender is submitted by a groups of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with bid as to which of the firms shall have the responsibility for tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.
- e) All witnesses and sureties shall be persons of status and their full names; occupations and addresses shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.

- 5 The Earnest money Deposit, if any will be returned to the unsuccessful tenders.
- 6 The bidders shall not be entitled during the period of validity of their offers, without the consent in writing of the Corporation to revoke or withdraw their tenders or vary in any respect the tender given or any term thereof. In case of bidders revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Corporation in writing, the bidders shall forfeit his earnest money paid along with the tender besides further action as per NHPC Policy on banning of business dealing.
- 7 Vehicle can be deployed to any site of CPS-I Khairi.

The "Notice Inviting e-Tender" and "Instruction to bidder" shall form part of the Tender Documents.

Each bidder should submit/upload online following documents along with bid failing which the bid shall be considered as non-responsive and shall not be considered for evaluation:

- i. EMD or valid certificate towards exemption of EMD(Duly signed)
- ii. Annexure-G i.e. Bid Proforma (Duly filled and signed)
- iii. Annexure-H i.e. check list (Duly filled and signed)
- iv. Annexure-F i.e. Letter of Acceptances/Declaration/Undertakings(Duly filled and signed)
- v. Form-A i.e. Declaration by bidder regarding awarded work (Duly filled and signed)
- vi. Copy of PAN No.
- vii. Copy of Aadhar Card and Domicile certificate
- viii. Duly Notarized Annexure- III (Affidavit on Rs. 100/- Non Judicial Stamp Paper).
- ix. **Annexure-V** ECS form (Bank account details -Duly filled , signed and verified by the concerned bank)
- x. Copy of GST registration No or Undertaking to submitted in case of non applicability of GST.
- xi. Documents(New/Old) for vehicle as listed at Sl.No. 5 of Special Terms & Conditions.
- xii. MSME Declaration – **Annexure-VI** (Duly filled and signed) alongwith valid UDYAM Certificate
- xiii. Duly notarized copy of PAF Certificate issued by appropriate authority.
- xiv. Duly signed copy of Special Condition of Contract as acceptance.
- xv. Duly signed Pre-Contract integrity Pact i.e. **Annexure-II** (on plain paper) alongwith Guidelines on Banning Business Dealings (**Annexure-A**) (Duly signed)
- xvi. Undertaking by Bidder towards Anti-profiteering Clause of GST Act/Rules **Annexure-III(C)** (Duly filled and signed)
- xvii. Declaration for Income Tax Return Filing Status **Annexure-IV** (Duly filled and signed) alongwith ITR Acknowledgement (if any)
- xviii. Documents related to Qualification Criteria as per Clause no-1.
- xix. Any other document as specified in the NIT.

8. 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 for the services are exempted from furnishing the Bid Security deposit/ EMD. **MSE Bidder having Udyam Registration Certificate issued with major activity as Services (Trading) shall not be considered for exemption.**

They should furnish with the Bid a copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, for the services covered under this Tender document.

9. All Startups (whether MSEs or otherwise) registered for similar nature of work falling within the definition as per Gazette notification- GSR 127(E) dated 19.02.2019 or as amended from time to time are as recognized by Department of Industrial policy & 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.

10. Bidder should prepare the EMD as per the instructions specified in the tender document.

11. 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 *[if applicable]*, ITB Clause 9.0. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.

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

The Pre-contract integrity pact, signed by all the prospective Bidders and the Employer shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. **Entering into Integrity Pact as per Performa (Annexure-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 of obligation under the Integrity Pact, Dr. Vinod Aggrawal, IAS(Retd.) & Sh. Prabhash Singh, ITS (Retd.) has been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEM is as under:

SI.No.	Name of IEM/Address	Tenure	
		From	Upto
1	Dr. Vinod Aggrawal, IAS (Retd.) B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E mail: iem.nhpc@gmail.com	04.04.2023	03.04.2026
2	Sh. Prabhash Singh, ITS (Retd.) E7 M702, Housing Board Colony, Arera Colony, Bhopal, MP-462003 E mail: iem.nhpc@gmail.com	01.11.2023	31.10.2026
3	Sh. Upendra Malik, CES (Retd.) B-108, NSG Society, Plot-2, Pocket-6, Builders Area Greater Noida-201315 (UP) Email: upendra.malik@gmail.com	03.02.2025	02.02.2028

13. **This NIT is reserved for the Project Affected Families (PAFs)**

Project Affected Family:

The definition of project affected families (PAFs) in relation to land acquired for 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.

Any person who submits a Certificate issued by Competent Authority i.e. either Tehsildar/Naib Tehsildar of the concerned jurisdiction or land Acquisition Officer, Chamera Power Station-I, Chamba to the effect that he/she is a Project Affected Family of Chamera Power Station-I as per definition of PAF given as above, he/she will be considered as PAF and will be allowed to participate in the Local Competitive bidding for the works reserved for PAF.

PAFs, in the form of Individuals, partnership firms, group of people in the forms of Cooperative societies / Self Help Groups(SHGs)/ Companies (having 100% beneficiaries from the category of PAFs/ Locals) by locals from the notified area will only be considered under the policy for award of the reserved works/services. 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 along with legal heirs shall be considered as single PAF. Declaration in this regards shall be provided by the PAF. In case of false declaration the concerned PAF shall be debarred from participation of tenders for Six months.

For benefit of larger population of the nearby areas of Power Station at a time not more than 04 works/services be allotted/ awarded to the same entity. The value of works and services to be awarded to any single entity at any point of time shall be limited to Rs. 125 lakhs (Rupees One Hundred Twenty Five Lac).

Self-declaration in this regard is to be submitted by bidder as per Form- A.

For and on behalf of NHPC Ltd.

-S/d-

**Dy General Manager (P&C)
Procurement & Contracts Division**

Section-II (Schedule of Quantity)

Name of Work :- Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published .

Sr. No.	DESCRIPTION	Total Amount for 36 month in Rs. (inclusive of all taxes)
01	Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published .	To be quoted online for total contract price inclusive of all applicable taxes for 36 months.

Note:-

1. The bidder has to quote for Total Contract Price for 36 month (Inclusive of all taxes) only against the estimated Price of Fixed charges i.e. **Rs. 15,40,804/- (inclusive of GST)** on GeM Portal however, running charges shall be paid extra as per SCC.

Signature of Contractor

-s/d-
DGM (P&C)
P&C Division
CPS-I,Khairi

Special Terms & Conditions

1. Price:-

- a) The rates will be firm & final including cost of vehicle, driver wages and EPF charges, Insurance, R&M expenses including spares and T&P emergency stock, all consumables & materials, PPE's etc. during the currency of contract including all taxes except GST and no payment on account of price escalation / inflation / variation / revision shall be made.
- b) The offered price is exclusive of running charges. In case, vehicle is deployed with Government / State Government Authorities, NHPC shall pay only fixed charges to the contractor and Vehicle Charging cost shall be borne by respective Government / State Government Authorities with whom the vehicle has been deployed.

2. Taxes:

- a) All applicable taxes/duties like road tax, token tax, special road tax etc. have been already included in fixed charges under this contract with applicable GST.
- b) GST on total cost shall be deducted from Contractor's Monthly RA Bill and deposited to the concerned Tax authority by the Employer under RCM or as per govt of India policy.
- c) Entry / Border Tax /Toll tax /Parking charges etc. if any, when the vehicle goes out of station / state for official work will be reimbursed by NHPC subject to the production of documentary evidence, duly signed by controlling officer/indenting division on visit basis only. In case vehicle is deployed with Government / State Government authorities Entry / Border Tax /Toll tax / Parking charges etc., if any shall be reimbursed for 7 days, beyond this period the same shall be borne by respective Government / State Government Authorities with whom the vehicle has been deployed.
- d) Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids, are included in the price.
- e) Statutory variation, in taxes and duties or levy of any new tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

3. Contract Period: The vehicle will be hired on 24 hrs basis for the period of 36 Months and Hiring period shall be enforced from the date of deployment of vehicle at CPS1. The contract may also be extended for further period subject to the Terms & Conditions of contract. However, the vehicle shall not be older than 05 year at any time during the period of hiring . A vehicle shall be deployed at site after satisfactory checking of vehicle by the Engineer In-charge.

4. Contract Sum: Means fixed charges for 36 months with driver including GST.

5. The Contractor shall have to ensure that all the relevant documents of the vehicle such as Registration Certificate, Comprehensive Insurance for passengers, Road Tax, Passenger Tax(if applicable), Permit(as applicable), Fitness Certificate are valid through the contract period. These documents should always be in the possession of the driver. Copy of entire set of relevant documents shall also remain with the corporation. The Comprehensive insurance policy shall include the insurance for the vehicle , driver, passenger and third party. The insurance policy shall be renewed every yearby the contractor/Firmat his own cost.

6. This Service contract is hiring of a commercial vehicle and the vehicle provided by the contractor shall be Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published). along with a

driver. A vehicle shall be in excellent condition & never met with any accident and fulfilling other requirement of NIT.

To ensure safety and comfortable journey of officers , the vehicles shall equipped with First-aid box, Fire Extinguishers and other protective equipment(s) as a mandatory obligation. The service provider/ Contractor shall provide such equipment/ items at his own cost.

The vehicle shall be required to ply on all kinds of roads within and outside the project area & neighboring states/places like Chandigarh, Punjab, J&K, Haryana, Delhi, Uttar Pradesh, Uttrakhand besides Himachal Pradesh. Vehicle services accompanied with a driver to be provided for round the clock for 7 day's basis depending upon requirement of CPS-1 or as per requirement to travel on official tours of officer. CPS1 will deployed a vehicle at any place/division and shall have the right to utilise the services of the hired vehicle at any time for any period during contract of currency. All type of repairs, preventive maintenance and every day cleaning will be the responsibility of the contractor/driver of the vehicle.

7. The vehicle has to be registered as Motor cab/Maxi cab class (Light Passenger Vehicle) having Taxi/Tourist/Hire permit (if applicable) under Motor Vehicle Act and all the provisions under the motor vehicle act shall be complied by the contractor. Contractor will be solely responsible before the transport authority for any non-compliance.
8. The contractor should provide well qualified and trained driver to work round the clock duty and they should be provided weekly rest. The driver deputed with vehicle should have valid driving license issued by the Regional Transport Authority. The driver deputed with the vehicle shall keep proper identity card issued by the competent authority and certificate of character verification & antecedent issued by the Police and the same should be submitted to the office of Engineer in-charge along with other certificates/documents of vehicles. Driver of the vehicle should be familiar to the traffic rules of India. Driver of the vehicle should be dressed up with clean & pressed uniform as per Traffic Rules. The driver should be skilled, well behave, courteous and a man of character. The driver should not be under influence of alcohol or any type of intoxication or drugs whatsoever.

If behavior of the driver is not satisfactory, HOD / Engineer in-charge shall have the right to ask the contractor to replace the concerned driver within 48 hours.

9. Night stay charges will be admissible @ Rs. 500/- per night halt to the contractor on account of expenditure incurred by the driver during overnight stay outside the Power Station. In case, vehicle is deployed with Government / State Government Authorities, night stay charges is payable up to 7 days, beyond this period, night charges shall not be paid by NHPC.

10. POL :

- a) No fuel will be issued. Contractor shall have to arrange fuel on its own.
- b) At any point of time, sufficient fuel should be available in the tank to cover a distance at least 400 km.
- c) The running charge per km shall be reviewed by the Engineer In- charge with the consultation of Finance wing after every month depending on the prevailing rate of fuel at Chamera/Banikhet. The average (mileage) of vehicles is considered as 10 Kms/Ltr and it can be reviewed by the committee at any time.
- d) The vehicle shall run maximum for 2000 kms every month. If vehicle runs over 2000 kms in any month , then approval of Head of the Power Station is required

11. Log book of the vehicle has to be maintained by the driver of the vehicle issued by the corporation, which should be completed every day for each journey and duly signed daily by an Officer/ employee by whom vehicle was used as per rules. An authorized NHPC representative shall verify and counter signed the journey in the log book. The mileage meter (odometer) should be in working condition and the meter reading filled in log book, should match with the odometer reading. Cutting and overwriting on the log book will not be allowed. If there will be any cutting or overwriting due to mistake, same may be got initialled by the officer who had used the vehicle.
12. Breakdown/Preventive Maintenance:-
 - a) The contractor will be permitted to do the preventive maintenance for 02 days in every 03 months running period. No deduction of Fixed Charges shall be made during the preventive maintenance. The Contractor shall provide the other suitable vehicle for 02 day's preventive maintenance and No extra payment shall be made on this account by NHPC.
 - b) In case of breakdown of vehicle, the contractor is liable to provide suitable vehicle in good condition immediately.
 - c) In case of breakdown of vehicle/not providing substitute vehicle for more than 12 hours and up to 24 hours in a day, LD (Liquidated damages) of "two days fixed charge" will be deducted from the contractor's bill. The fixed charge shall be calculated as under = (Total monthly fixed charges as per contract)/30 days). This condition shall not be applicable if he provides suitable vehicle in good condition.
 - d) In case of breakdown of vehicle and the Contractor doesn't provide the suitable vehicle till or up to 4 days, NHPC shall hire the other equivalent vehicle from the market from 5th day onwards on the risk & cost of the Contractor.
 - e) In case of breakdown of vehicle continues for 15 days at a stretch then NHPC has right to terminate the contract without any prejudice of other condition/ circumstances.
13. Payment terms- The following documents are required to be submitted by the contractor to the Engineer-in-Charge by 7th day of every month without fail for the services provided by him during the preceding month under this contract.
 - a) Proper serially numbered Running Account Bill having PAN Number, GST number (if applicable) and claim of GST as a separate item in RA / Final bill. Any liability of GST thereafter shall not be paid by CPS-1 and it shall be the sole responsibility of the contractor/service provider.
 - b) Documentary evidence of payment of GST to the concerned authority, as applicable.
 - c) The contractor shall submit documentary evidence or transaction details of salary payments made to the driver as per the skilled category, along with the corresponding EPF challan. In case the vehicle owner himself is the driver, an undertaking to this effect shall be furnished by the owner.
 - d) Bill will be paid on monthly basis. Contractor will submit properly printed serial numbered bill of the work to the Engineer-in-Charge along with any claim as per contract agreement. Payment shall be made within 30 days after submission of bill and fulfillment of all requisite documents. Submission of monthly bill is necessary.
14. Compliance with regulations/ observance of labour Laws and contractor's liabilities:
During continuance of the Contract, the Contractor and his Sub-contractor(s) shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall also comply with the laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights. The Contractor shall keep the Principal

Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Principal Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications / bye laws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Principal Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Principal Employer.

The employees of the Contractor and his sub-Contractor in no case shall be treated as the employees of the Principal Employer at any point of time.

15. Security deposit:

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/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as Annexure-VII herewith for an amount equal to **(05) Five percent** of the originally awarded contract price by way of guarantee valid till **90 days** beyond the Contract period as mentioned in the Order for the due and faithful performance of the contract along with the other terms and conditions agreed to.

If the contractor does not submit the performance security within the stipulated period due to any valid reason. Tender inviting Authority may grant time extension for submission of performance security based on the request of contractor. In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days. The interest accrued shall be payable by the contractor within 14 days from the date of intimation by tender inviting authority in form of bank demand draft / Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills/ any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained. If contractor fails to submit the performance security within 45 days (for the contracts having time for completion – up to 12 months) or 60 days (for the contracts having time for completion – more than 12 months) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

- i. Award shall summarily be terminated.
- ii. EMD / Bid security, if any shall be forfeited.
- iii. The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
- iv. The name of the contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC/Govt. of India.
- v. Such defaulted contractor shall not be eligible to participate in the bidding process of re tender of this work.

The Contractor shall, at his own cost get the validity period of bank guarantee furnished by him extended from time to time till one month beyond the completion of work as per the provisions of the contract. He shall furnish the extended/revised Bank Guarantee to the Engineer-in-charge one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended/revised Bank Guarantee is not received by the Engineer-in-charge within the specified

period of one month, the Employer entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.

The Performance Security / Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any valid till one month beyond the Contract period. However, the performance security shall not be released till compensation, if any, is pending for recovery. If contractor fails to execute the contract successfully, Performance Security / Security deposit shall be forfeited.

The Performance Security / Security deposit amount will not earn any interest for the whatsoever period detained by NHPC. Bidders shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary: NHPC CPS-I Collection Account.

Account No.: 11538537066.

IFSC Code: SBIN0008844.

Address of the Bank: State Bank of India, Khairi, Chamba (HP).

16. Insurance: The contractor will get the insurance of the vehicle at his own cost covering all the risk of passenger capacity of the vehicle, full Comprehensive insurance. In case of accident, no payment will be made by NHPC for death, injury loss of any person or damage to the vehicle, if any but will be paid by the contractor
17. Income Tax: Income tax / other tax as applicable shall be deducted from the monthly RA bill. The contractor has to comply with Section 206AB which mandates the person to deduct TDS at a higher rate in case of non-filing of income tax return by the "specified person". A contractor has to give Declaration for Income Tax Return Filing Status for the previous year immediately preceding the financial year in which tax is to be deducted and the amount of TDS is Rs. 50,000/- or more in said previous year.
18. Parking: Parking of the vehicle shall be done at NHPC premises or as directed by Engineer-in-Charge. However, watch & ward of the vehicle shall be the responsibility of the contractor/owner of vehicle. No claim of any kind in this respect will be entertained/accepted by NHPC. However, the parking charges out of project area shall be reimbursed against documentary proof.
19. Engineer-in-Charge: Senior Manager, Workshop & Transport division or authorized representative of Head of Power Station, CPS-I shall be Engineer-in-charge
20. Termination of Contract:
NHPC reserves the right to terminate the contract at any time without assigning any reason by giving one month notice. Contract is liable to be terminated if the contractor fails to depute the vehicles on demand as per requirement.
21. Accommodation:- Shared "A" type quarter for the driver to be provided by NHPC on payable basis, if available and not taken as compulsory provision. Recovery of rent of quarter and electricity bill shall be made as per latest charges from monthly RA bill. Vacation of quarters/ accommodation shall be responsibility of contractor without which final payment shall not be settled.

22. Arbitration: In case of any dispute arising out of this contract agreement, the court of Chamba (H.P.) alone shall have the jurisdiction of adjudicate upon.

23. Signing of Agreement:

Signing of the formal agreement will be made between NHPC & owner of the vehicle on Non-judicial stamp paper of Rs.100/- within 30 days from date issue of award letter and before or on date of deployment of vehicle whichever is earliest. Failing which recovery of Rs. 1,000/- per week or part thereof subject to a maximum of 10% of award value shall be deducted from the bill. The agreement would be valid from the date of actual hiring of vehicle to the completion of the contract. The following copy of documents shall be required at the time of signing of agreement:

- a) Sales Certificate issued by a vehicle dealer
- b) Roadworthiness Certificate issued by the manufacturer
- c) Purchase Invoice of the Vehicle for a proof of Ownership.
- d) Comprehensive Insurance Policy of Vehicle
- e) Valid Identity Proof like copy of PAN Card/ Aadhar card of owner.
- f) GST registration No., if applicable

24. No extra payment/compensation shall be made for the damage to the vehicle due to bad condition of road on which the vehicle plies.

25. The Vehicle Owner/Provider shall ensure all safety measures during execution of this work and in case of any mishap/ accident, all financial liabilities shall be borne by the Vehicle Owner as per Workman Compensation Act & Motor Vehicle Act. Any loss to the property due to the negligence of the driver shall be borne by the contractor.

26. The vehicle shall be hired on 24 hrs basis and Service of vehicle is made available 24x7.

27. Any other Terms & Condition shall be mentioned in letter of award.

BID PROFORMA

Name of work: Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published

Sl.	Description of information	To be filled by the bidder
1	Name of the Firm/Company	
2	Complete address of Regd./Head Office	
	i) Postal	
	ii) Telephone/Fax	
	iii) E-mail	
3	Former name of the Firm/Company(if any)	
4	Type of the Firm/Company(Proprietary/ Partnership/ : Private Ltd. Co./ Public Ltd. Co.)	
5	Year and place established :	
6	Are you registered with any Government/ : Public Sector Undertaking (if yes, give Details) for work of similar nature Covered under the specifications	
7	Have your Company ever been declared : Bankrupt (if yes, give details)?	
8	Validity period of tender, reckoned from the due date of opening tenders.	120 days
9	Annexure appended to the tender documents.	
10	GST Registration No. :	
11	PAN :	
12	Completion Period	Hiring upto the period of 36 Months.

Station:_____

For&on behalf of_____

Date:_____

Signature:_____

Name :_____

Designation:_____

(of the authorized representative of the bidder)

Official Seal of the Company:

TECHNICAL BID CHECK LISTBidder should ensure to enclosed the followings with the bid

S.No	Termsof references	Particular	Please tick if submitted	Remarks
1	Annexure-G	Bid Proforma		
2	The copy of PAN No.			
3	GST registration No (Not required if turnover is less than 20 lakh)			
4	Duly notarized copy of PAF Certificate issued by appropriate authority			
5	Copy of Domicile Certificate or Aadhar Card			
6	ECS form (Bank account details -Duly filled , signed and verified by the concerned bank)-not required if submitting valid exception certificate towards EMD, however the same is necessarily required if the bidder is found successful. (Annexure-V)			
7	Self-declaration in original on Company's Letterhead as per Annexure-III			
8	Annexure-III B (Affidavit on Rs. 100/- Non Judicial Stamp Paper)			
9	Duly filled and accepted in all respect Annexure-F (Letter of Acceptances/Declarations/Undertakings)			
10	Annexure-II Pre-contract Integrity Pact alongwith Guidelines on Banning of business dealing in NHPC(Annexure-A)			
11	Copy of documents related to qualification criteria as per Clause No-1			
12	Annexure-IIIC. Undertaking by Bidder towards Anti-profiteering Clause of GST Act/Rules			
13	Annexure-IV Declaration for Income Tax Return Filing Status (alongwith ITR Acknowledgement), if applicable			
14	Annexure-VI Declaration for MSME alongwith UDYAM Certificate			
15	Form-A Undertaking regarding status of PAF family details & ongoing work allotted under Local competitive bidding for Local/PAFs.			

SignatureoftheTenderer

Letter of Acceptances/Declaration/Undertakings

Name of Work: Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published .

I/We.....hereby declare/Accept the followings:-

1. I/We Accept the validity period for my bid for **120** days .
2. I/We accept the completion period for the work **36** months.
3. My turnover for last financial year is....., I have submitted GSTIN/ I am exempted from GST registration. (Strikeout which is not applicable)
4. The vehicle will be driven by my self /my driver.(Strikeout which is not applicable)
5. I/We is/are registered **/Not registered** under MSE act as Micro / Small Enterprises .
6. This is to certify that our offer is exactly in line with your tender enquiry.
7. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.
8. I/We hereby declare that, we have not been banned/de-listed/black listed from business by any PSU or Govt Department during the last three years.
9. I/We hereby declare that information furnished with Bid is correct in all respect Correctness of bid.
10. "I/ We, hereby certify that "I/ We shall not have been banned/ de-listed/ black listed/ debarred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings.
11. "I/ We, hereby certify that No member of consortium/Bidder (including sub-Contractors) have been banned/ de-listed/ black listed/ debarred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings.
12. "I/ We, hereby certify that I/we have not been declared ineligible in accordance with para 6 of Guidelines on Banning of Business Dealings."
13. I/We hereby also declare that any of the firms/ Companies (including our sub-Contractors) participating in this Tender have not been declared ineligible under para 6 of Guidelines on Banning of Business Dealings
14. As per Policy for detection / prevention of fraud in the Corporation I / we are hereby certify that we / I would adhere to the Fraud policy of the corporation and not indulge or allow anybody else working in our / my organization to indulge in fraudulent activities and would immediately apprise NHPC Limited of the fraud / suspected fraud as soon as it comes to their notice. We / I also agree that this is form part of documents both at the time of submission of bid and agreement of execution of contract.
15. I/We have quoted item-wise competitive rates for the all the items in the Price Bid.
16. I/We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document including General conditions of the contract, Instruction to bidder, Special Terms & Conditions, Schedule of Quantity, "Guidelines on Banning of business dealing in NHPC", and we agree to abide by the same unconditionally.

Seal &Signature of bidder

ANNEXURE-II

(To be filled and uploaded online)

(Format of Integrity Pact)

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

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 contact.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/ Contractors alike, and will provide to all the Bidders/ Contractors the same information and will not provide any such information to any particular Bidder/ Contractor which could afford an advantage to that particular Bidder/ Contractor in comparison to other Bidders/ Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is *prima facie* found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 COMMITMENTS OF THE BIDDER(S)/ CONTRACTOR(S):

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

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

- 3.4 The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any/all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/ award of the contract.
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/ Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/ Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/ Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/ stake in the Bidder(s)/ Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/ Contractor at the time of filling of tender.

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

- 3.13 The Bidder(s)/ Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.14 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.15 In case of sub-contracting, the bidder 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 **Annex-A** and initiate all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/ Contractor. However, the proceedings with the other Bidder(s)/ Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/ Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/ rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/ Contractor.
- (iv) Deleted.
- (v) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (vi) Deleted.
- (vii) To debar the Bidder/ Contractor from participating in future bidding processes of NHPC Limited as per provisions of "**Guidelines on Banning of Business Dealings**" of NHPC Limited (**Annex-A**), which maybe 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 Limited to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7.6 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and rescue 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 Limited within 8 to 10 weeks from the date of reference or intimation to him by the Employer/ Bidder and should the occasion arise, submit proposals for correcting problematic situations.

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

8.0 FACILITATION OF INVESTIGATION:

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

9.0 LAW AND PLACE OF JURISDICTION:

This Pact is subject to Indian Law. The place of performance and jurisdiction is 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

Name of the Officer:

Designation:

(Office seal)

Place: _____

Date: _____

Witness

1. _____

(Name and address)

2. _____

(Name and address)

For & on behalf of the Bidder/ contractor

(Authorized Person)

Name of the Person:

Designation:

(Office seal)

Place: _____

Date: _____

Witness

1. _____

(Name

and address)

2. _____

(Name and address)

Guidelines on Banning Business Dealings

1.0 Introduction

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

2.0 Scope

2. 1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHPC.
- 2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.
- 2.5 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) "Agency /Party / Contractor / Supplier / Bidders/Vendors" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder/Vendor" in the context of these guidelines is indicated as 'Agency'.
- ii) "Unit" shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) "Competent Authority" and 'Appellate Authority' shall mean the following:

- a. For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
 - Competent Authority: CMD—
 - Appellate Authority : Board of Directors—
- b. For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)
 - Competent Authority: Concerned Director/Executive Director as the case may be
 - Appellate Authority: CMD /Concerned Director as the case may be—
- c. For works awarded/under Tendering from Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)
 - Competent Authority: Head of the Unit not below the rank of General manager
 - Appellate Authority: Next higher authority—

iv) "Investigating Committee" shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

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

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .
- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region/Corporate Office(in case the work awarded/under Tendering from Corporate Office). In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate Office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at Appendix– I

6.0 Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not 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 implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

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

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

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

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

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

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

7.5 Speaking Order

The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose. The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any,

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

7.6 Period of banning

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

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

7.7 Effect of Banning

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

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

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

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

Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor /Sub-Contractor Page 7 of 13 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 investigating Committee constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filling 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. Page 9 of 13

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 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 whichever is not applicable)

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

Whereas show cause notice vide no ... dt....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.

This order shall have the following effects:

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

This order shall have the following effects.

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period ofyears/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
 - a) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
 - b) In case the Firm is in Joint Venture the following would also be applicable:
 - i) **Participation of Agency in Joint Venture**

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding ~~for such Page 12 of 13 bidding~~. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.
 - ii) **Banning of joint Venture:**

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

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

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

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

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

Appellate Authority:

Designation:

Address...

Ph. no.

e-mail:

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

Appendix –IV

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To M/s

Attn.: Shri

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

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

2. Your Appeal reference Dt.....

Dear Sir,

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.

ANNEXURE-III

(To be filled and uploaded online)

(Format for declaration by the Bidder)

Self-Declaration by the Bidder

I/We, M/s _____ (*Name of Bidder*) hereby certify that I/We have not been banned / de-listed / black listed / debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause 9.0 of Tender Document.

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.

AFFIDAVIT
(On Rs. 100/- Non Judicial Stamp Paper)

I _____ S/O _____, R/O Vill. _____ P.O _____, Tehsil _____, Distt. _____ State _____ do hereby solemnly a firm:
That I will provide new vehicle as per make and model.....
.....along with driver for Chamera Power Station-1 Khairi as per letter of award.

Or

That if in case I will fail to produce the above said vehicle, I will not claim Earnest money /Bid security/ Performance Security (PBG).

Dated: _____

Deponent:

Certified that the contents stated in my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed thereof.

Dated: _____

Deponent:

ANNEXURE-III C

[To be uploaded online (scanned copy)]

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

~~(To be submitted on letter head)~~

To

M/s NHPC Limited

Sub: Tender no: **NH/CPS-I/P&C/W-1573/2025-26/333**

DATED: 13/11/2025

Name of Work: Hiring of 01 No. Mahindra Bolero Camper 2WD BS-VI Model-2023/2024/2025 or latest model or Higher Variant on 24 hrs basis along with driver at Chamera Power Station-1 (vehicle should not be older than 2 year and shall not covered more than 48000 Km at time of NIT Published

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

ANNEXURE-IV

[To be uploaded online (scanned copy)]

Declaration for Income Tax Return Filing Status**(u/s 206AB/206CCA of Income Tax Act.1961)**

~~(To be submitted on letter head)~~

We hereby confirm that we have filed the income Tax Return (ITR) for last financial year for which the time limit of filling return of income u/s 139(1) has already expired as on the date of this declaration

1. Status of filing of Return of income:-

Financial year	Acknowledgment ITR Number	Date of filing
Previous year immediately preceding the financial year in which tax is to be deducted / collected		

2. Threshold limit for tax deducted at source ('TDS') and tax collected at source ('TCS')

This is to declare that the aggregate of TDS and TCS for Financial Years (Previous year immediately preceding the financial year in which tax is to be deducted / collected) is Excess of 50,000/- in our case.

3. OUR PAN number is:-

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

4. We further declare that information furnished above is true and correct. In case any part of the above declaration is untrue/false, we undertake to indemnify the Company shall recover the TDS amount from us along with Interest and Penalty.
5. The ITR Acknowledgments/ screen shot from the income tax website indicating the filing of return for Previous year immediately preceding the financial year in which tax is to be deducted / collected is enclosed herewith.
6. The ITR Acknowledgments/ screen shot from the income tax website indicating the filing of return for Previous year immediately preceding the financial year in which tax is to be deducted / collected shall be submitted after filing the same within the time allowed under Section 139 (1) of income tax Act. 1961.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

NHPC LIMITED
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)
FOR PARTIES THOSE HAVING A/C NO. IN STATE BANK OF INDIA
No. _____

1. PARTY'S NAME _____
Address _____

Mobile No. _____
e-mail ID _____
PAN (attached signed copy of Card) _____

2. PARTICULARS OF BANK ACCOUNT

A. BANK NAME _____
B. BRANCH NAME _____
C. Address _____

Telephone No. _____

D. IFSC code of the Bank
(For payments through RTGS) _____

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

(It should be of 11 digits only)

D. ACCOUNT TYPE _____
(S.B. Account/Current Account or

Cash Credit with code _____

E. ACCOUNT NUMBER _____
(As appearing on the Cheque
Book) _____

10/11/13

--	--

**(Length of account No. for SBI is 17 digits. If account No. is
of 11 digits than prefix it by 6 zeros)**

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

Date: _____

Signature of the Party

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

(Bank's Stamp)

Date:

(_____)

Signature of the Authorized
Official from the Bank

FOR USE IN THE CORPORATION ONLY

Name of the Party : _____
Status : _____

AO/AM/DM (F)

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

DECLARATION / UNDERTAKING

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

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

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

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

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

(Authorized Representative of Firm)

Form-A**Self-declaration by the Bidder**

"I/We, M/s _____ (Name of Bidder) hereby certify that the following members belongs to our family who are claiming PAFs of Chamera-1 Power Station under khasra No-.....owned by shri VillagePO-.....Dist-Chamba (HP).

SI No	Name of the family member&relation with tenderer

Further,

"I/We, M/s _____ (Name of Bidder) hereby certify that at present ____ no. of works/services through local competitive bidding of Chamera Power Station-I have been allotted/awarded to me/us (PAF) which is under progress or not completed and details are as follows:

SI No.	Complete Name of Work/Services	Letter of Award, Date & Awarded value	Name of the Contractor(PAF)	Contractual date of completion	Present Status of the work

(Seal & Signature of Bidder)

PERFORMANCE GUARANTEE FORM

Bank Guarantee

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

Bank Guarantee No.
Date

To,

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

Dear Sirs,

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

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

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

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

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

Dated this day of 20'..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

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

2.
(Signature)

.....
(Name)

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes: 1. (*) This sum shall be **five percent (05%)** of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be **ninety (90)** days beyond the Contract period as specified in the Contract. The Bank Guarantee shall be released after completion of job and upon certification by Engineer/ Officer -in-charge.

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

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) Letter of Award
- (ii) Special Conditions of Contract
- (iii) General Conditions of Contract
- (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 hereinaftermentioned 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.
