



**RATLE HYDROELECTRIC POWER CORPORATION LIMITED**  
(A Joint Venture of NHPC Limited and JKSPDC Limited)



**E-TENDER DOCUMENT**

**FOR**

**HIRING OF VEHICLES FOR RATLE HE PROJECT FOR A PERIOD OF 730 DAYS**

**Tender Specification No. : RH/RATLE/P&C/C-035/2023 dt. 12.08.2023**

**Tender ID : 2023\_RHPCL\_164207\_1**

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



## **SECTION – 0**

# **NOTICE INVITING TENDER (NIT)**



**RATLE HYDROELECTRIC POWER CORPORATION LIMITED**  
(A Joint Venture of NHPC Limited and JKSPDC Limited)

*Ratle HE Project,  
Office Complex, Shalimar Colony,  
Distt. Kishtwar, Pin-182204 (UT of J&K)  
CIN: U40105JK2021GOI012380*

**SECTION-0: NOTICE INVITING E-TENDER (NIT)**  
**(Open Competitive Bidding reserved for PAFs)**

Online electronic bids (e-tenders) under two cover system are invited on behalf of Ratle Hydroelectric Power Corporation Limited (A Joint Venture of NHPC Limited and JKSPDC Limited) from **Project Affected Families (PAF's)** registered in India for the work of **“Hiring of vehicles for Ratle HE Project for a period of 730 days”**.

**Tender Specification No.: RH/RATLE/P&C/C-035/2023 dt. 12.08.2023**

Tender document can be viewed and downloaded from Central Public Procurement Portal (CPPP) at <https://etenders.gov.in/eprocure/app>. The tender document can also be viewed under tab “Classification Wise Tenders” in the menu “Tenders & Bids” of RHPC website [www.rhpcindia.com](http://www.rhpcindia.com).

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

**1.0 Brief Details & Critical Dates of Tender:**

**1.1 Brief Details of Tender:**

Sl. No.	Item	Description									
(i)	Name of work	<b>Hiring of Vehicles as mentioned below for Ratle HE Project, Shalimar, Dist-Kishtwar, UT of J&amp;K:</b> <table border="1"><thead><tr><th>Sl. No.</th><th>Category of Vehicle</th><th>No. of Vehicles to be hired</th></tr></thead><tbody><tr><td>1</td><td>Mahindra Scorpio Classic S-9 str or upper class vehicle/higher model</td><td>04</td></tr><tr><td>2</td><td>Mahindra Bolero B6 or upper class vehicle/higher model</td><td>03</td></tr></tbody></table>	Sl. No.	Category of Vehicle	No. of Vehicles to be hired	1	Mahindra Scorpio Classic S-9 str or upper class vehicle/higher model	04	2	Mahindra Bolero B6 or upper class vehicle/higher model	03
Sl. No.	Category of Vehicle	No. of Vehicles to be hired									
1	Mahindra Scorpio Classic S-9 str or upper class vehicle/higher model	04									
2	Mahindra Bolero B6 or upper class vehicle/higher model	03									
(ii)	Tender Specification No.	RH/RATLE/P&C/C-035/2023 dt. 12.08.2023									
(iii)	Mode of tendering	e-procurement system (Open Tender among <b>bonafide Project Affected Families (PAF's)</b> of Ratle HE Project, Distt. Kishtwar, UT of J&K (Cover-I: Techno-Commercial Bid and Cover-II:									



		Price Bid) through <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
(iv)	Tender ID	<b>2023_RHPCL_164207_1</b>
(v)	Estimated cost of hiring of 1 no. <b>Mahindra Scorpio Classic S-9 str for 730 days</b> including Fixed charges, Night haltcharges, fuel charges and toll tax, entry fee, etc. and <b>including GST@5% on RCM basis.</b>	<b>₹17,93,180/-</b>
(vi)	Estimated cost of hiring of 1 no. <b>Mahindra Bolero B6 for 730 days</b> including Fixed charges, Night halt charges, fuel charges and toll tax, entry fee, etc. and <b>including GST@5% on RCM basis.</b>	<b>₹16,30,681/-</b>
(vii)	Cost of Bidding Document	<b>₹1180/- (Rupees One Thousand One Hundred Eighty only)</b> inclusive of GST @18% in form of <b>Demand Draft/BC/FDR</b> favouring "Ratle Hydroelectric Power Corporation Limited" payable at Kishtwar or <b>through online bank transfer (NEFT / RTGS).</b>  or  valid notarized UDYAM Certificate (as mentioned in Cl. No. 3.0 of ITB).
(viii)	Bid Security (Earnest Money)	<b>i) ₹ 36,000/-, if quoted for 1 No. vehicle in category of Scorpio</b> <b>ii) ₹ 33,000/-, if quoted for 1 No. vehicle in category of Bolero</b>  in form of <b>Demand Draft/BC/FDR</b> favouring "Ratle Hydroelectric Power Corporation Limited" payable at Kishtwar or <b>through online bank transfer (NEFT / RTGS).</b> ( <i>earnest money to be multiplied by no. of vehicles if quoted for more than 1 no. vehicle</i> )  or valid  notarized UDYAM/Start up Certificate.
(ix)	Completion Period /Schedule	<b>730 days</b> from the date of actual date of deployment of vehicle.
(x)	Required validity of Bid	120 days (Reckoned from the last date of submission of online bid)
(xi)	Independent External Monitor	Shri Vivek Kumar Johri & Dr. Vinod Aggarwal
(xii)	Tender Inviting Authority	Group Sr. Manager (E), P&C division, Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar (UT of J&K), Pin-182204 Phone: 01995 —295184, E-mail: <a href="mailto:pnc-rhpcl@nhpc.nic.in">pnc-rhpcl@nhpc.nic.in</a>

### 1.2 Critical Dates of Tender:

S. No.	Particulars	Date & Time
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(i)	Publish date and time	12.08.2023 (1700 Hrs)
(ii)	Document Download Start Date &Time	12.08.2023 (1700 Hrs)
(iii)	Document Download End Date &Time	02.09.2023 (1600 Hrs)
(iv)	Online Bid Submission Start Date &Time	12.08.2023 (1700 Hrs)
(v)	Online Bid Submission End Date &Time	02.09.2023 (1600 Hrs)
(vi)	Bid Opening Date & Time i. Technical bid ii. Price bid	04.09.2023 (1600 Hrs.) To be intimated separately to techno commercially qualified bidders

## 2.0 Eligibility / Award Criteria for Bidders:

### 2.1 Eligibility Criteria

- (1) Bids of those Bidders who have not submitted the requisite Cost of bidding document and Bid Security (as per Instructions to Bidders (ITB) Clause 3.0 & 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 (for cost of bidding document) of ITB. The bidder claiming the exemption as above is required to submit the supporting document as per ITB Cl. No. 3.2 of Tender Documents.

Further those Bidders who fail to declare Udyog Aadhaar Memorandum (UAM) number/ Udyam Registration Number on Central Public Procurement Portal (CPPP) shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by Ministry of Micro, Small & Medium Enterprises. Such bidders shall be treated as non-MSE bidders and bids of such Bidders shall be considered only if it is accompanied by Cost of bidding document.

Above declaration on CPP Portal can be done using following steps:

**Login** — **My Account** **Privileges** **MSME** → **Tick on MSME registered**  
**Enter UAM/Udyam & Mobile no.** → **Verify & Save**

- (2) This service Contract is reserved for Local Competitive Bidding exclusively from **Project Affected Families (PAF's) of Ratle HE Project, Distt. Kishtwar, UT of J&K** as per policy of NHPC Limited.

PAFs, Individuals, partnership firms, group of people in the form of Cooperative societies / Self Help Groups (SHGs) / Company (having 100% beneficiaries from the category of PAF), will only be considered for this tender/award.



The provisions regarding MSEs and Startups as updated from time to time shall be applicable and the ownership of MSMEs/Startups shall be from the entities listed above.

#### **a) Definition of Project Affected Families (PAFs)**

The definition of Project affected families (PAFs) in relation to Ratle HE Project as per the Policy, shall be as given hereunder:

- i) Families which are affected by the Project by acquisition of their land or other immovable property and whose names are included in the list of PAFs as per the R&R Plan of the Project duly approved by the State Government.
- ii) A Family who has been issued a valid Certificate by the concerned Revenue Collectorate / Revenue Authorities establishing the fact that the land and/or other immovable property belonging to said family has been acquired for the Project, shall be considered as PAF as the case may be, to the satisfaction of Project Authorities.

#### **Criteria for eligibility of Bidders as PAF:-**

- i) Those bidders who belong to Project Affected Families (PAFs) as defined above in respect of Ratle Hydro-Electric Project, Kishtwar **duly certified by the concerned Revenue Authorities**, shall be eligible to participate in the bidding process.
  - ii) In support of the criteria under Project Affected Families (PAFs) as mentioned above, the Bidders shall submit the **Land loser Certificate for Ratle HE Project/ any of the relevant valid document duly issued by the concerned Revenue Authorities** to be eligible to participate in the Local Competitive bidding as PAF.
  - iii) The Certificate/ document regarding proof of belongingness to PAF of Ratle HE Project should have been **issued in the name of Bidder/ head of PAF or his dependent / family member/ legal heirs within the definition of PAF. In case, the Certificate is issued in the name of head of PAF and the Bidder is member/dependent of PAF head, the appropriate document/ Affidavit from Hon'ble Court shall have to be submitted by the Bidder in support of the proof of belongingness to Project Affected Family (PAF).**
- (3) The Bidder shall submit an Undertaking on Non-Judicial stamp paper of not less than ₹ 50/- as per enclosed Performa Annexure-A of Special Conditions of Contract (SCC).
  - (4) The documentary evidence e.g. Proof of ownership & Photocopy of all documents of the vehicle such as Registration, Insurance and Road Permit etc. as per rules



along with duly filled & signed Annexure-XVI shall be submitted along with the Bid.

- (5) The vehicle/s provided by bidder shall be in good running condition and shall be of **Model 2023 having valid all J&K Tourist taxi/Maxi cabs permit**. The vehicle should be available for use 24x7 round the clock by Ratle Hydroelectric Power Corporation Limited.
- (6) The vehicle which has met with an accident in past shall not be eligible for hiring. Necessary undertaking in this regard to be submitted along with the bid in Annexure-XVI of ITB.
- (7) The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in ITB Cl. No. 13.0(d) or para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact, ITB Clause 9.0, as on date of submission of bid. Self- declaration in this regard is to be submitted as per enclosed Annexure-III.
- (8) To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact as per Clause No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed as per Clause 9.0 of ITB.

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

To oversee the compliance under the Integrity Pact, Shri Vivek Kumar Johri & Dr. Vinod Aggarwal has been appointed as an Independent External Monitor (IEM) by the owner. The Contact Address of IEM is as under:-



Shri Vivek Kumar Johri, 106, Malviya Nagar, Bhopal, Madhya Pradesh - 462003 Email-ID - iem.nhpc@gmail.com	Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2nd Floor, New Delhi - 110017 Email-ID - iem.nhpc@gmail.com
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- (9) The Bidder, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016, or as amended from time to time, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Annexure-X of Section-I).

## 2.2 Award Criteria / Process:

The bidder may quote for **any one and/or all the items** mentioned in the Price Bid. The evaluation of the bids shall be done based on the **item rate prices** as per BOQ\_XXXX: Schedule of Quantities & Prices and as per Award Criteria / Process mentioned hereunder:

- i) **A maximum of 3 (three) work / service** will be awarded to any single entity at a given point of time under “Policy for Reservation of works for PAFs and/or Locals”. An entity having any three ongoing work / service awarded under this policy shall not be eligible for award of further work under the policy till the completion of the ongoing work/service.
- ii) The value of Works and Services to be awarded to any single entity at any point of time shall be limited to **₹ 30 Lakhs**.

**However, for instant tender, i.e. hiring of vehicles, the value of award shall be considered per annum basis.**

- iii) **If the number of bidders are more than the number of vehicles required:**

**Only One vehicle shall be awarded to an eligible & qualified bidder** subject to fulfilling of other conditions on the lowest rate evaluated for L1 Bidder. Further procedure to award vehicle to other qualified bidders will be adopted by giving preference in chronological order of lowest bid by other bidders i.e. L2, L3, .... and so on and each eligible bidder in sequence bringing down their price at par to L1 bidder and accepting the same rate as offered by L1 Bidder till award of tendered quantity as per NIT.

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

First One vehicle shall be awarded to each eligible & qualified bidder, as per process mentioned at s.no. iii) above. After this, for the rest of the vehicles, award process at s.no. iii) above shall be repeated starting with first preference in the same order as fixed as for process mentioned at s.no. iii) above, till all the rest vehicles are awarded. Consent in this regard shall also be obtained from the bidder.

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





- v) In case L1 bidder is lowest in more than one category of vehicle, she/he shall give her/his option to choose any category amongst offered vehicle.
- vi) The **Order for preference** for award of the work shall be as under:

Preference Order	Type of bidder
First	Eligible & Qualified PAFs <b>with</b> valid Micro Small Enterprise (MSE) / Startup certificate as mentioned below.
Second	Eligible & Qualified PAFs <b>without</b> MSE / Startup certificate as mentioned below.

Micro and Small enterprises (MSEs) having Udyam Registration should furnish a **Notarized copy of the valid Udyam Registration Certificate. No other bidders shall be considered as MSE.**

Start-ups should furnish with the Bid a **Notarized copy of the valid Certificate of Recognition** issued by Department for Promotion of Industry and Internal Trade (DPIIT). **No other bidders shall be considered as Startup.**

2.2.1 All Start ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- GIR. 501(E) dt. 23.05.2017 or as amended from time to time are exempted from furnishing EMD. Declaration in this regard is to be submitted by the bidder as per Annexure-VIII.

~~2.2.2 All Start ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.1501(E) dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience- Prior Turnover subject to their meeting the quality and technical specifications for which necessary documents shall be submitted by such bidders. However, the Employer reserves the right to deny such exemptions to Startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. All Start ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- GIR. 501(E) dt. 23.05.2017 or as amended from time to time are exempted from furnishing Bid Security deposit / EMD / Bid Security Declaration. Declaration in this regard is to be submitted by the Bidder as per Annexure-VIII.~~

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

~~2.2.4 The reference date for considering the period for eligibility / qualification~~



requirements above shall be the last day of the month previous to the one in which tenders are invited.

- 2.2.5 The bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN).
- 2.3 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidders will submit duly notarized requisite supporting documents defining the constitution or legal status, place of registration and principal place of business. The bidder will sign the bid by himself or any authorised representative for which written power of attorney alongwith authority of executants to commit the Bidder shall be submitted. In case of bidder to be an individual, copy of Ration Card/ Voter ID Card/ Character Certificate or Status Certificate etc. issued from local govt. Body/ Panchayat shall be submitted in support of individual's credentials to prove their credentials and claim of meeting the Eligibility Criteria.
- 2.4 Bidder shall be Class-I Local Supplier under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September, 2020.

Further, Local content/ Class-I local supplier etc. defined in Annexure-XV of ITB, in this regard bidders must submit undertaking as per format attached with Annexure-XV.

#### **Public Procurement (Preference to Make in India) order:**

##### **Definitions:**

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

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

##### **Eligibility Criteria:**

In procurement of all Goods, Services or Works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value.



### **Verification of local content:**

- (a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class- I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity

for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

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

**For & on behalf of Ratle Hydroelectric Power Corporation Limited**

Group Senior Manager (E),  
Procurement & Contracts division,  
Ratle HE Project,  
Office Complex,  
Shalimar Colony,  
Distt. Kishtwar,  
Pin-182 204 (UT of J&K)  
Ph. : 01995 - 295184  
Email: pnc-rhpcl@nhpc.nic.in



**SECTION – I**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**



## **SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)**

### **1.0 INTRODUCTION**

1.1 Ratle Hydroelectric Power Corporation Limited, a Joint Venture of NHPC Limited and JKSPDC Limited, herein after referred to as the “Employer” will receive bid for “**Hiring of vehicles for Ratle HE Project for a period of 730 days**” as set- forth in the specifications. The bid will be received and opened online in electronic form through E-tendering portal i.e. <https://etenders.gov.in/eprocure/app>. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

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

### **1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:**

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

#### **1.3.1 REGISTRATION:**

- (i) The Bidder is requested to visit the link ‘Bidders Manual Kit’ at Central Public Procurement (CPP) Portal (URL: <https://etenders.gov.in/eprocure/app>). Bidders are required to enroll on the e-Procurement module of the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment”, which is free of charge.
- (ii) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- (iii) During enrolment/ registration, the Bidder should **provide the correct / true information** including valid email-id & mobile no. All the correspondence shall be made directly with the Contractors/ Bidders through email-id provided.
- (iv) For e-tendering, possession of valid Digital **Signature Certificate** (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCAIndia on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the Bidder has to register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a Bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and



should ensure safety of the same.

- (vii) Bidder can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

### **1.3.2 SEARCHING FOR TENDER DOCUMENTS**

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

### **1.3.3 PREPARATION OF BIDS:**

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



#### 1.3.4 SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the Cost of bidding document/ EMD as per the instructions specified in the tender document. The original Cost of bidding document / EMD should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT / tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.
- (iii) While submitting the bids online through already downloaded / saved tender in 'My Tenders' folder, the Bidder should read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders should select the payment option as 'offline' to pay the Cost of bidding document / EMD and enter details of the DD/BC/BG.
- (v) Bidder should digitally sign and upload the required bid documents one by one in respective 'Tender Cover' as indicated in the tender document.
- (vi) Bidders should note that, the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bidders are requested to note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) Utmost care shall be taken for uploading "Schedule of Quantities & Prices" and any change/ modification of the price schedule shall render it unfit for bidding.

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

Bidders are requested to note that they should necessarily submit their financial bids in the 'Finance' cover in the format provided and no other format is acceptable. **If the template of "Schedule of Quantities & Prices" file is found to be modified/ tampered by the Bidder, the bid shall be rejected and further dealt as per provision of clause no. 13.0(d) of ITB including forfeiture of EMD.**

**The Bidders are cautioned that uploading of financial bid elsewhere i.e.**



**other than in Financial cover shall result in rejection of the tender.**

- (ix) Bidder should submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the eleventh hour.
- (x) After the bid submission (i.e. after clicking “Freeze Bid Submission” in the portal), the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidder should follow the server time being displayed on Bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the Bidder would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

### **1.3.5 ASSISTANCE TO BIDDERS:**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 X 7 CPP Portal Helpdesk on any of the following numbers.

- (ii) owing numbers.

**0120 – 4001 002 / 4001 005 / 6277 787**

## **2.0 Eligibility / Award Criteria for Bidders:**

### **2.1 Eligibility Criteria**

- (1) Bids of those Bidders who have not submitted the requisite Cost of bidding document and Bid Security (as per Instructions to Bidders (ITB) Clause 3.0 & 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 (for cost of bidding document) of ITB. The bidder claiming the exemption as above is required to submit the supporting document as per ITB Cl. No. 3.2 of Tender Documents.





Further those Bidders who fail to declare Udyog Aadhaar Memorandum (UAM) number/ Udyam Registration Number on Central Public Procurement Portal (CPPP) shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order,2012 issued by Ministry of Micro, Small & Medium Enterprises. Such bidders shall be treated as non-MSE bidders and bids of such Bidders shall be considered only if it is accompanied by Cost of bidding document.

Above declaration on CPP Portal can be done using following steps:

**Login — My Account Privileges MSME — Tick on — MSME registered  
Enter UAM/Udyam & Mobile no. — Verify & Save**

- (2) This service Contract is reserved for Local Competitive Bidding exclusively from **Project Affected Families (PAF's) of Ratle HE Project, Distt. Kishtwar, UT of J&K** as per policy of NHPC Limited.

PAFs, Individuals, partnership firms, group of people in the form of Cooperative societies / Self Help Groups (SHGs) / Company (having 100% beneficiaries from the category of PAF), will only be considered for this tender/award.

The provisions regarding MSEs and Startups as updated from time to time shall be applicable and the ownership of MSMEs/Startups shall be from the entities listed above.

#### **a) Definition of Project Affected Families (PAFs)**

The definition of Project affected families (PAFs) in relation to Ratle HE Project as per the Policy, shall be as given hereunder:

- i) Families which are affected by the Project by acquisition of their land or other immovable property and whose names are included in the list of PAFs as per the R&R Plan of the Project duly approved by the State Government.
- ii) A Family who has been issued a valid Certificate by the concerned Revenue Collectorate / Revenue Authorities establishing the fact that the land and/or other immovable property belonging to said family has been acquired for the Project, shall be considered as PAF as the case may be, to the satisfaction of Project Authorities.

#### **Criteria for eligibility of Bidders as PAF:-**

- i) Those bidders who belong to Project Affected Families (PAFs) as defined above in respect of Ratle Hydro-Electric Project, Kishtwar **duly certified by the concerned Revenue Authorities**, shall be eligible to participate in the bidding process.
- ii) In support of the criteria under Project Affected Families (PAFs) as mentioned above, the Bidders shall submit the **Land loser Certificate for Ratle HE Project/ any of the relevant valid document duly issued by the concerned**



**Revenue Authorities** to be eligible to participate in the Local Competitive bidding as PAF.

- iii) The Certificate/ document regarding proof of belongingness to PAF of Ratle HE Project should have been **issued in the name of Bidder/ head of PAF for his dependent / family member/ legal heirs within the definition of PAF. In case, the Certificate is issued in the name of head of PAF and the Bidder is member/dependent of PAF head, the appropriate document/ Affidavit from Hon'ble Court shall have to be submitted by the Bidder in support of the proof of belongingness to Project Affected Family (PAF).**
- (3) The Bidder shall submit an Undertaking on Non-Judicial stamp paper of not less than ₹ 50/- as per enclosed Performa Annexure-A of Special Conditions of Contract (SCC).
- (4) The documentary evidence e.g. Proof of ownership & Photocopy of all documents of the vehicle such as Registration, Insurance and Road Permit etc. as per rules along with duly filled & signed Annexure-XVI shall be submitted along with the Bid.
- (5) The vehicle/s provided by bidder shall be in good running condition and shall be of **Model 2023 having valid all J&K Tourist taxi/Maxi cabs permit**. The vehicle should be available for use 24x7 round the clock by Ratle Hydroelectric Power Corporation Limited.
- (6) The vehicle which has met with an accident in past shall not be eligible for hiring. Necessary undertaking in this regard to be submitted along with the bid in Annexure-XVI of ITB.
- (7) The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in ITB Cl. No. 13.0(d) or para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact, ITB Clause 9.0, as on date of submission of bid. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.
- (8) To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact as per Clause No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed as per Clause 9.0 of ITB.

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

To oversee the compliance under the Integrity Pact, Sh. Vivek Kumar Johri & DR. Vinod Aggrawal has been appointed as an Independent External Monitor (IEM) by the owner. The Contact Address of IEM is as under:-



Shri Vivek Kumar Johri, 106, Malviya Nagar, Bhopal, Madhya Pradesh - 462003 Email-ID - iem.nhpc@gmail.com	Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2nd Floor, New Delhi - 110017 Email-ID - iem.nhpc@gmail.com
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(9) The Bidder, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016, or as amended from time to time, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Annexure-X of Section-I).

## 2.2 Award Criteria / Process:

The bidder may quote for **any one and/or all the items** mentioned in the Price Bid. The evaluation of the bids shall be done based on the **item rate prices** as per BOQ\_XXXX: Schedule of Quantities & Prices and as per Award Criteria / Process mentioned hereunder:

- i) **A maximum of 3 (three) work / service** will be awarded to any single entity at a given point of time under “Policy for Reservation of works for PAFs and/or Locals”. An entity having any three ongoing work / service awarded under this policy shall not be eligible for award of further work under the policy till the completion of the ongoing work/service.
- ii) The value of Works and Services to be awarded to any single entity at any point of time shall be limited to **₹ 30 Lakhs**.

**However, for instant tender, i.e. hiring of vehicles, the value of award shall be considered per annum basis.**

- iii) **If the number of bidders are more than the number of vehicles required:**

**Only One vehicle shall be awarded to an eligible & qualified bidder** subject to fulfilling of other conditions on the lowest rate evaluated for L1 Bidder. Further procedure to award vehicle to other qualified bidders will be adopted by giving preference in chronological order of lowest bid by other bidders i.e. L2, L3, .... and so on and each eligible bidder in sequence bringing down their price at par to L1 bidder and accepting the same rate as offered by L1 Bidder till award of tendered quantity as per NIT.

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

First One vehicle shall be awarded to each eligible & qualified bidder, as per process mentioned at s.no. iii) above. After this, for the rest of the vehicles, award process at s.no. iii) above shall be repeated starting with first preference in the same order as fixed as for process mentioned at s.no. iii) above, till all the rest vehicles are awarded. Consent in this regard shall also be obtained from the bidder.

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

- v) In case L1 bidder is lowest in more than one category of vehicle, she/he shall give her/his option to choose any category amongst offered vehicle.
- vi) The **Order for preference** for award of the work shall be as under:

Preference Order	Type of bidder
First	Eligible & Qualified PAFs <b>with</b> valid Micro Small Enterprise (MSE) / Startup certificate as mentioned below.
Second	Eligible & Qualified PAFs <b>without</b> MSE / Startup certificate as mentioned below.

Micro and Small enterprises (MSEs) having Udyam Registration should furnish a **Notarized copy of the valid Udyam Registration Certificate. No other bidders shall be considered as MSE.**

Start-ups should furnish with the Bid a **Notarized copy of the valid Certificate of Recognition** issued by Department for Promotion of Industry and Internal Trade (DPIIT). **No other bidders shall be considered as Startup.**

- 2.2.1 All Start ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- GIR. 501(E) dt. 23.05.2017 or as amended from time to time are exempted from furnishing EMD. Declaration in this regard is to be submitted by the bidder as per Annexure-VIII.
- 2.2.2 ~~All Start ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.1501(E) dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience- Prior Turnover subject to their meeting the quality and technical specifications for which necessary documents shall be submitted by such bidders. However, the Employer reserves the right to deny such exemptions to Startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. All Start ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- GIR. 501(E) dt. 23.05.2017 or as amended from time to time are exempted from furnishing Bid Security deposit / EMD / Bid Security Declaration. Declaration in this regard is to be submitted by the Bidder as per Annexure VIII.~~
- 2.2.3 ~~All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience- Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders. Declaration in this regard is to be submitted by the Bidder as per Annexure VII.~~
- 2.2.4 ~~The reference date for considering the period for eligibility / qualification~~



~~requirements above shall be the last day of the month previous to the one in which tenders are invited.~~

- 2.2.5 The bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN).
- 2.3 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidders will submit duly notarized requisite supporting documents defining the constitution or legal status, place of registration and principal place of business. The bidder will sign the bid by himself or any authorised representative for which written power of attorney along with authority of executants to commit the Bidders shall be submitted. In case of bidder to be an individual, copy of Ration Card/ Voter ID Card/ Character Certificate or Status Certificate etc. issued from local govt. Body/ Panchayat shall be submitted in support of individual's credentials to prove their credentials and claim of meeting the Eligibility Criteria.
- 2.4 Bidder shall be Class-I Local Supplier under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September, 2020. Further, Local content/ Class-I local supplier etc. defined in Annexure-XV of ITB, in this regard bidders must submit undertaking as per format attached with Annexure-XV.

**Public Procurement (Preference to Make in India) order:**

**Definitions:**

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

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

**Eligibility Criteria:**

In procurement of all Goods, Services or Works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.



### **Verification of local content:**

- (a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class- I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

### **3.0 Cost of bidding document:**

- 3.1** Complete bid document can be viewed and downloaded from Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app>. The bidder will be required to submit a non-refundable fee of ₹ 1180/- (Rupees One Thousand One Hundred and Eighty Only) in the form of **Demand Draft/BC/FDR** in favour of “**Ratle Hydroelectric Power Corporation Limited**” payable at **Kishtwar** or through online bank transfer (**NEFT / RTGS**) in Bank Account of Ratle Hydroelectric Power Corporation Limited. The bidder shall fill the Cost of bidding document details online and submit Demand Draft/ bank transfer (**NEFT / RTGS**) details to Tender Inviting Authority.

The bidder(s) who has submitted the Tender Fee through online bank transfer (NEFT/ RTGS) is required to submit the complete payment detail in the Format enclosed as Annexure-XIII along with copy of Transaction Slip/Receipt to Tender inviting Authority at email id: [pnc-rhpcl@nhpc.nic.in](mailto:pnc-rhpcl@nhpc.nic.in) not later than the last date of submission of online bid as given in NIT. Such submission shall be subject to verification by Ratle Hydroelectric Power Corporation Limited. However, the hard copy (ies) of the documents mentioned in Clause 5.2 shall be submitted by the Bidder within the stipulated date & time given in NIT. Failure to do so may prevent a tender from being considered.

- 3.2** Micro and Small enterprises (MSEs) having Udyam Registration are exempted from furnishing the cost of bidding document. They should furnish valid notarized UDYAM REGISTRATION CERTIFICATE issued by Ministry of MSME. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.



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

#### 4.0 Earnest Money

4.1 Bidder shall submit along with the bid, the requisite Bid Security as mentioned in Sl. No. 1.1 (viii) of Section-0 i.e. NIT.

4.2 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Employer, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto without the consent of the Employer in writing during the period of validity of his offer, the Employer shall forfeit earnest money.

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

4.3 Bids received unaccompanied by an acceptable Earnest Money stated as above shall be rejected as being non-responsive.

4.4 Earnest Money of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Conditions of Contract. Earnest Money of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Earnest Money of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the account mentioned in ECS Form (Annexure-VI) through ECS mode.

#### 4.5 The Earnest Money may be forfeited:

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of Bid validity specified by the bidder; or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0); or
- (c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 11.7; or
- (d) If the successful bidder having been notified of the acceptance of its Bid by the Employer during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or
- (e) In the case of a successful Bidder, if the Bidder fails within the specified time



limit to furnish the required Performance Security in accordance with Conditions of Contract.

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

**5.1 ONLINE SUBMISSION:**

**5.1.1 Cover-1: Techno-commercial bid:**

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

- i) All Documents establishing conformity to the Eligibility / Qualifying Criteria as mentioned at Clause 2.0 of ITB.
- ii) Demand Draft/ NEFT Detail/ RTGS Detail/ valid notarized copy of UDYAM Certificate towards exemption of Cost of bidding document.
- iii) Earnest Money in the prescribed format or valid notarized copy of UDYAM/Start up Certificate.
- iv) Pre-Contract Integrity Pact as per Annexure-II of Section-I i.e. ITB.
- v) Self Declaration regarding Banning/ Blacklisting/ as per Annexure-III of Section-I i.e. ITB.
- vi) ~~Past Experience as per Annexure-IV of Section-I i.e. ITB~~
- vii) Bid Proforma as per Annexure-V of Section-I i.e. ITB.
- viii) ECS Form as per Annexure-VI of Section-I i.e. ITB.
- ix) Declaration regarding applicability of Micro, Small & Medium Enterprise under MSME Act, 2006 alongwith UDYAM certificate as per Annexure- VII of Section-I i.e. ITB.
- x) Declaration regarding applicability of Start-Ups under Start-Up India Initiative alongwith notarized copy of certificate as per Annexure-VIII of Section-I i.e. ITB.
- xi) No deviation declaration as per Annexure-IX of Section-I i.e. ITB.
- xii) Declaration regarding Insolvency and Bankruptcy code 2016, (Annexure-X of Section -I).
- xiii) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules as per Annexure-XI of Section-I i.e. ITB.
- xiv) ~~Declaration regarding availing the benefit under one category/status (i.e either MSEs or Startups) as per Annexure-XII of Section-I i.e. ITB.~~
- xv) Detail of online Bank Transfer (NEFT/ RTGS) towards Tender Fee as per Annexure-XIII of Section-I i.e. ITB.
- xvi) Self-Certificate for Local Content/~~Cyber Security/e-Waste~~ as per attachment to Annexure-XV of Section-I i.e. ITB.
- xvii) Application for deployment of vehicle as per Annexures-XVI of ITB.
- xviii) Copy of PAN.
- xix) Scanned copy of Power of Attorney alongwith authority of executants.
- xx) Scanned copy of GSTIN.





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

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

Bidders shall download the Schedule of quantities & Prices of Section-IV in BOQXXXX.xls format and save it **without changing the name of the file**. Bidder shall quote their rates in figures in green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Quantity & Price file is found to be modified by the bidder, the bid will be rejected.

**The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover-2 will result in rejection of the tender.**

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

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

### 5.2 ~~OFFLINE SUBMISSIONS:~~

#### ~~Hard copy / Supporting documents~~

~~Hard copy of following supporting documents forming part of Techno-Commercial bids shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification to:~~

~~Group Sr. Manager (E), P&C division, Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar (J&K), Pin – 182204,~~

~~E-mail: pnc-rhpcl@nhpc.nic.in ” on or before the due date & time of submission as per NIT.~~

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

- ~~i) DD/ NEFT Detail/RTGS Detail/valid Notarized copy of valid UDYAM Registration Certificate towards exemption of Cost of bidding document.~~
- ~~ii) Earnest Money in prescribed format or valid notarized UDYAM Registration Certificate/Start up Certificate.~~
- ~~iii) Power of Attorney alongwith authority of executants.~~
- ~~iv) Documents as per ITB Cl. No. 2.0.~~

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

~~These envelope(s) shall not contain anything else. This part of bid should not contain~~



any “Price information”.

~~If any discrepancy is found between the Hard Copies of the offline documents viz. DD/NEFT/RTGS/UDYAM/Start up Certificate towards Cost of bid document & Earnest Money, Power of Attorney and scanned copy of same uploaded online, then the online bid shall be liable for rejection.~~

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

- 5.3 The online bid (Techno-commercial Bid and Price Bid) shall be submitted upto the due date & time indicated in the NIT or any extension thereof. ~~Offline documents (as specified at Clause No. 5.2 above) in Physical Form shall be received by the Employer at the address specified in Invitation for Bids (Notice Inviting e Tender) not later than the time and date stated in the Invitation for Bids or any extension thereof. In the event of the specified date for submission of Offline documents being declared a holiday for the Employer, the same will be received upto the appointed time on next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended, if any.~~
- 5.4 The Employer reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
- 5.5 The work covered by this Bid specification shall be executed strictly in accordance with the conditions specified in the “Conditions of Contract” and other conditions specified in various sections of this Bid document. Bidders are requested to submit their offer strictly in line with terms and conditions of tender specification, otherwise bid may be rejected. Bids silent regarding any of the terms or specifications shall be presumed to be confirming to the specifications and terms & conditions as stipulated in this Bid document.
- 5.6 Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedule of Quantities & Prices. The bidder shall quote their prices on “Firm” basis in all respects. The bidder shall ascertain the rate of all applicable taxes & duties and shall fill up price bid accordingly.
- 5.7 It is imperative for each bidder to satisfy himself completely of all local conditions, and the nature of the site. A Bidder shall be deemed to have full knowledge of the site [*whether he inspects or not*].



- 5.8 The Bidder should possess a valid Goods & Services Tax Identification Number (GSTIN) duly allotted by the concerned Authorities and shall furnish proof towards the same along with the bid.
- 5.9 The bidder should provide the PAN and a copy of PAN card issued by the Income tax department, contact / mobile & landline telephone numbers along with bids.
- 5.10 Price bid of bidders, whose techno-commercial bids are not considered acceptable to the Employer, will be archived unopened. The decision of the Employer is final and binding in this regard.
- 5.11 ~~The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor.~~

~~The Contractor shall submit the Contract Wise copy of separate Electronic Challan Cum Return (EGR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.~~

- 5.12 The bidder shall submit rate reasonability/ rate analysis/ Price justification of quoted price, if so desired by the Employer

## ~~6.0~~ **Past Experience**

~~The Bidder should fill the details of his past experience in the works covered under these specifications in the following Proforma and submit the same online as per **Annexure-IV** appended herewith.~~

## **7.0 Bid Proforma**

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

## **8.0 ECS Form**

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

## **9.0 INTEGRITY PACT**

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 Ratle Hydroelectric Power Corporation Limited at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non- Judicial Stamp Paper of appropriate value prior to signing of Contract Agreement.

To oversee the compliance under the Integrity Pact, *Sh Vivek Kumar Johri and DR. Vinod Aggrawal* has been appointed as an Independent External Monitor (IEM) by the Owner. The Contact Address of IEMs as under:-

Shri Vivek Kumar Johri, 106, Malviya Nagar, Bhopal, Madhya Pradesh - 462003 Email-ID - iem.nhpc@gmail.com	Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2nd Floor, New Delhi - 110017 Email-ID - iem.nhpc@gmail.com
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## **10.0 Online opening of Bids by Employer:**

- 10.1 The Employer will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/~~offline documents~~ being declared a holiday for the Employer, the opening shall be carried out at the specified time on the next working day.

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

## **11.0 Evaluation of Bids**

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

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

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

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

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

The Employer may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, as per clause 11.1 of ITB.



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

- 11.3 During bid evaluation, the Employer may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 11.4 The bidder may quote for **any one and/or all the items** mentioned in the Price Bid. The evaluation of the bids shall be done based on the **item rate prices** as per BOQ\_XXXX: Schedule of Quantities & Prices and as per Award Criteria / Process mentioned in clause 2.0 of ITB.
- 11.5 All applicable taxes, duties and levies as mentioned in BOQ\_XXXX i.e. Schedule of Quantities & Prices shall be considered for the purpose of evaluation of bids.
- 11.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid Price'. Bid prices quoted by Bidder shall remain unaltered.
- 11.7 Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between subtotal and the total price, the unit or subtotal price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure of the unit rates, the unit rates in words will prevail. If bidder does not accept the correction of errors, its bid will be rejected and the Employer shall invoke conditions of Bid Security Declaration.
- 12.0 Award Criteria & Employer's Right to accept any bid and to reject any or all Bids**
- 12.1 The Employer reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defence and security conditions, and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Bidder(s), who wish to seek reasons for such decision of cancellation/ rejection, shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.
- 12.2 The Employer shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.
- 12.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to



influence the consideration of his bid shall render the bid liable to summarily rejection.

- 12.4** Subject to ITB Clause 12.1 and 12.2, the Employer shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract.
- 12.5** The Evaluated price arrived at in terms of clause 11.0 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total price quoted by the Bidder as per 'price bid' or the evaluated price as per clause 11.0 of ITB shall be considered.
- 12.6** The parties shall sign the Contract Agreement (two sets in Original) within 28 days from the date of issue of Letter of Award. The Contractor shall be provided with one signed original Contract Agreement. The expenses of completing and stamping the agreement shall be borne by the Contractor.

**13.0 Corrupt, Fraudulent, Collusive or Coercive Practices**

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

- (a) for the purpose of this provision, the terms set forth below shall mean as under:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in "contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
  - (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and
  - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;
  - (v) An agreement called "Integrity Pact" between the prospective Bidders and the Employer shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.
- (b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- (c) The Employer may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default



commitment under Integrity Pact in competing for, or in executing, a contract.

(d) **Banning of Business Dealings:** It is not in the interest of Ratle Hydroelectric Power Corporation Limited to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:

- i) If the security consideration, including questions of loyalty of the Agency to Ratle Hydroelectric Power Corporation Limited so warrants;
- ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
- iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract;
- iv) If the Agency uses intimidation / threatening or brings undue outside pressure on Ratle Hydroelectric Power Corporation Limited or its official for acceptance / performances of the job under the contract;
- v) If the Agency misuses the premises or facilities of the Ratle Hydroelectric Power Corporation Limited, forcefully occupies or damages the Ratle Hydroelectric Power Corporation Limited's properties including land, water resources, forests / trees or tampers with documents/records etc.;<sup>33</sup> 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.
- vi) If the work awarded to the agency has been terminated by Ratle Hydroelectric Power Corporation Limited due to poor performance of the contract in the preceding 5 years.
- vii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company ( Ratle Hydroelectric Power Corporation Limited) or even otherwise;
- viii) On any other ground upon which business dealings with the Agency is not in the public interest.
- ix) If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to Ratle Hydroelectric Power Corporation Limited or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for





future business dealing except banning under Integrity Pact without any further investigation.

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

#### **14.0 Information w.r.t. MSME Development Act '2006, Purchase Preference to Make in India & Procurement from countries sharing land border with India**

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

##### **Purchase Preference to Make in India:**

Purchase preference to Make in India shall be applicable as per attached Annexure-XV of ITB.

#### **15.0 Period of validity of Bid**

The bids should remain valid for a period of at least 120 days from the last date of submission of online bids. In case the validity given is for a lesser period, the Bid may be rejected by the Employer as being non-responsive.

In exceptional circumstances, the Employer may solicit the Bidders' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. ~~If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended.~~ A Bidder may refuse the request without forfeiting its earnest money. A Bidder granting the request will not be required nor permitted to modify its bid.

The provisions regarding forfeiture of Earnest Money shall continue to apply during the extended period of tender validity.

#### **16.0 Clarification of Bidding Documents**

The prospective bidder requiring any clarifications in respect of tender document may obtain the same through Fax, Email or Post from Tender Inviting Authority as per NIT at least 10 days before the deadline for submission of bid. The Corporation shall not be bound to respond to the request from the prospective bidders and this shall not become the reason for claiming extension of the deadline for the submission of the bid.

The Bidder is advised to visit and examine the site where the Facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply of the Facilities. The costs of visiting the site shall be at the Bidder's own expenses.

#### **17.0 Amendment of Bidding Documents:**

At any time prior to the deadline for submission of bids, Ratle Hydroelectric Power Corporation Limited may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. Such amendments shall be posted on the E-procurement portal of CPP website.



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

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

No separate intimation in respect of corrigendum/addendum to this tender (if any) will be sent to tenderer (s) who have downloaded the tender documents from the website.

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

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

Sl. No.	Document Required	Action required	Submitted Please tick (√)
1a)	Documentary evidences in support of the qualification criteria as per ITB Clause No. 2.0.	To be uploaded online.	
b)	<b>Self declaration in original on Company's Letterhead:</b>		
	Declaration regarding Banning/ Blacklisting/ Ineligibility as per Annexure-III	To be uploaded online.	
c)	<b>Integrity Pact as per Performa i.e. Annexure-II along with its Annexure-A &amp; Appendix-I to IV duly signed &amp; Stamped at each page.</b>	To be uploaded online.	
2	<b>Cost of Bidding Document</b>	To be uploaded online.	
	(i) DD/ BC/FDR/NEFT/RTGS amounting to ₹ 1180/-		(i)
	Or		Or
	(ii) Valid Certificate towards exemption of Cost of bid document.		(ii)
3	<b>Earnest Money</b>	To be uploaded online.	
	(i) Earnest Money in form of DD/ BC/FDR/NEFT/ RTGS		(i) Or
	Or		
	(ii) Valid Certificate towards exemption of Earnest Money.		(ii)
4	Power of Attorney along with authority of executants.	To be uploaded online.	



5	PAN - Copy of PAN card	To be uploaded online.	
6	GSTIN	To be uploaded online.	
7	Past Experience, i.e. <b>Annexure-IV</b>	<del>To be uploaded online.</del>	
8	Bid Proforma i.e. <b>Annexure-V</b>	To be uploaded online duly filled in.	
9	ECS Form i.e. <b>Annexure-VI</b>	To be uploaded online duly filled in.	
10	MSMED declaration as per Performa. i.e. <b>Annexure-VII</b>	To be uploaded online duly filled in.	
11	Start-up declaration as per Performa. i.e. <b>Annexure-VIII</b>	To be uploaded online duly filled in.	
12	No deviation declaration i.e. <b>Annexure-IX</b>	To be uploaded online.	
13	Declaration regarding Insolvency and Bankruptcy Code 2016 ( <b>Annexure-X</b> ).	To be uploaded online.	
14	Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules ( <b>Annexure-XI</b> of Section-I)	To be uploaded online duly filled in.	
15	<del>Declaration regarding availing the benefit under one category/status (i.e either MSEs or Startups) (<b>Annexure-XII</b> of Section-I)</del>	<del>To be uploaded online duly filled in.</del>	
16	Detail of online Bank Transfer (NEFT/ RTGS) towards Tender Fee/Earnest Money, i.e. <b>Annexure-XIII</b>	To be emailed and uploaded online.	
17	Self-Certificate for Local Content / <del>Cyber Security/e-Waste</del> , i.e. <b>Annexure-XV</b>	To be uploaded online duly filled in.	
18	Application for deployment of vehicle, i.e. <b>Annexure-XVI</b>	To be uploaded online duly filled in.	
19	Check List	To be uploaded online duly filled in.	

#### **FOUR KEY INSTRUCTIONS for BIDDERS**

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

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



first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

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

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## ANNEXURE-I

### **Bank Guarantee in Lieu of Bid Security / Earnest Money Deposit (EMD) Bank Guarantee**

\_\_\_\_\_ Date: \_\_\_\_\_

~~[Name of Contract]~~

To:

~~RHPC Limited  
Ratle HE Project  
Shalimar, Distt Kishtwar, UT of J&K~~

~~WHEREAS [name of Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of bid] for the performance of the above named Contract (hereinafter called "the Bid")~~

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

~~Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_\_~~

~~THE CONDITIONS of this obligation are the following:~~

- ~~(a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of bid validity specified by the Bidder. Or~~
- ~~(b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact ( (b) Clause no. 9.0). Or~~
- ~~(c) If the successful bidder fails to enter into Contract A
  - ~~i) \_\_\_\_\_ when required. Or~~
  - ~~ii) (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security, in accordance with Conditions of Contract.~~~~

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



~~occurred condition or conditions.~~

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

~~Notwithstanding anything contained herein above our liability under tl Guarantee is limited to..... (Rupees ..... only) and our Guarlee shall remain in force ull..... day of ....., 20.....\*@ unless a claim or demand under this Guarantlis made on us in writing, on or before ....., we shall be discharged of all liabilities under this Guarantee thereafter.~~

**WITNES** \_\_\_\_\_

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

1. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_ (Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
\_\_\_\_\_ (Official Address)

\_\_\_\_\_  
(Designation with Bank Stamp)

2. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

~~Including staff Authority No. with  
comlte Bank Addls with Tel. Fax  
Nos. \_\_\_\_\_~~



of the bank Guarantee:

.....  
\_\_\_\_\_ (Name)

.....  
\_\_\_\_\_ (Official Address)

~~Communication address of the Bank~~

~~Name of the contact person~~

~~Tel. No.~~

~~Fax No.~~

~~Email:~~

~~1.0 Bank Guarantee for Bid Guarantee in original shall be submitted alongwiththe bid. However, the issuing bank shall submit an unstamped duplicate copy of bank guarantees directly by registered post (AD) to Employer (authority inviting tenders) along with a forwarding letter.~~

~~2.0 The following information should be invariable mentioned on the back side~~

~~\* Vendor's stamp with full details i.e. name of the Employer in whose favour this stamp paper has been purchased.~~

~~\*@ The date will be Ninety (90) days beyond the Bid validity period.~~

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



## ANNEXURE-II

(To be filled and uploaded online)

### (Format of Integrity Pact)

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

### PRE CONTRACT INTEGRITY PACT

#### Between

Ratle Hydroelectric Power Corporation Limited, a company incorporated under the Companies Act 1956 and having its registered office at Room No. 08, Block No. 02, NHPC Regional Office, JDA Commercial Complex No. 01, Narwal, Jammu, (J&K) – 180006, hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

#### **And**

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for ----- (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. ....

WHEREAS the Bidder/Contractor is a private company / public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the Employer is a Public Sector Enterprise.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer





will commit to prevent corruption, in any form, bcials 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 a s well as any substantial suspicion of such a breach.

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

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

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

- 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the



contract.

- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any / all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.



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

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

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

3.14 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.15 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the contractor.

#### **4.0 PREVIOUS TRANSGRESSION:**

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

#### **5.0 EARNEST MONEY (SECURITY DEPOSIT):**

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

#### **6.0 SANCTIONS FOR VIOLATIONS:**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is Signed) shall stand forfeited either



fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) Deleted.
- (v) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (vi) Deleted.
- (vii) To debar the Bidder/Contractor from participating in future bidding processes of Ratle Hydroelectric Power Corporation Limited, as per provisions of "Guidelines on Banning of Business Dealings" of Ratle Hydroelectric Power Corporation Limited (**Annex-A**), which may be further extended at the discretion of the Employer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

**6.3** The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **7.0 INDEPENDENT EXTERNAL MONITOR(S):**

**7.1** NHPC Limited has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact after approval by the Central Vigilance Commission. Since Ratle Hydroelectric Power Corporation Limited is a subsidiary of NHPC Limited and as per Board Resolution all policies related to Procurement & Contracts as applicable in NHPC Limited has been adopted by Ratle Hydroelectric Power Corporation Limited, Independent External Monitors appointed by NHPC Limited shall also be Independent External Monitors for Ratle Hydroelectric Power Corporation Limited..



- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CEO, Ratle Hydroelectric Power Corporation Limited.
- 7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he/ she will so inform CEO, Ratle Hydroelectric Power Corporation Limited and request Ratle Hydroelectric Power Corporation Limited to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, Ratle Hydroelectric Power Corporation Limited and recuse himself/ herself from that case.
- 7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the CEO, Ratle Hydroelectric Power Corporation Limited within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word 'Monitor' would include both singular and plural.

#### **8.0 FACILITATION OF INVESTIGATION:**

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



and shall extend all possible help for the purpose of such examination.

**9.0 LAW AND PLACE OF JURISDICTION:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is UT of J&K. ~~The arbitration clause provided in the tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.~~

**10.0 OTHER LEGAL ACTIONS:**

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

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

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

**11.0 VALIDITY:**

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

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

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

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

For & On behalf of the Employer

For & On behalf of the Bidder/ Contractor

(Official Seal)

(Official Seal)

Place-----

Place-----

Date-----

Date-----

Witness1. \_\_\_\_\_  
(Name and address)

Witness1. \_\_\_\_\_  
(Name and address)

2. \_\_\_\_\_  
(Name and address)

2. \_\_\_\_\_  
(Name and address)



## Annexure-A to Integrity Pact

### Guidelines on Banning of Business Dealings

#### 1. Introduction

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

#### 2.0 Scope

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

#### 3.0 Definitions

*In the guidelines, unless the context otherwise requires:*

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



commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder/Vendor" in the context of these guidelines is indicated as 'Agency'.

- ii) **"Unit"** shall mean all offices of Ratle Hydroelectric Power Corporation Limited.
- iii) **"Competent Authority" and 'Appellate Authority'** shall mean the following:
- a) For works awarded/under tendering ~~from corporate office~~ (falling in the competency of CEO / Board of Directors)
- Competent Authority: CEO
  - Appellate Authority : Board of Directors
- b) For works awarded/under Tendering ~~from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices~~ (falling in the competency of Director /Executive Director)
- Competent Authority: ~~Concerned Director~~ / Executive Director
  - Appellate Authority: CEO / Concerned Director as the case may be
- c) For works awarded/under tendering ~~from Corporate Office/ Regional Offices/ Projects/ Power Stations/ Liaison Offices~~ (falling in the competency of CGM and below)
- Competent Authority ~~in case of works awarded/ under Tendering from Corporate Office/ Regional office~~ shall be CGM or GM of the concerned division as the case may be.
  - ~~Competent Authority: Head of the Unit not below the rank of General Manager~~
  - Appellate Authority: CEO
- iv) **"Investigating Committee"** shall mean a Committee appointed by Competent Authority to conduct investigation.

#### 4.0 Initiation of Suspension /Banning

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

#### 5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with Ratle Hydroelectric Power Corporation Limited is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If





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

~~5.2 The order of suspension shall be effective throughout Ratle Hydroelectric Power Corporation Limited in case of work falling in the Competency of CEO/ Board of Directors/ Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region/ Corporate Office (in case the works awarded/ under Tendering from Corporate Office). In case of falling in the competency of HOP or below suspension shall be effective throughout the Project/ Power Station and attached liaison offices/ units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.~~

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

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

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

## **6.0 Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to Ratle Hydroelectric Power Corporation Limited so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;

6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.

6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on Ratle Hydroelectric Power Corporation Limited or its official for acceptance / performances of the job under the contract;

6.5 If the Agency misuses the premises or facilities of Ratle Hydroelectric Power



Corporation Limited, forcefully occupies or damages the Ratle Hydroelectric Power Corporation Limited's properties including land, water resources, forests / trees or tampers with documents/records etc.

- 6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by Ratle Hydroelectric Power Corporation Limited due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respectof a case under investigation or improper conduct on agency's part in matters relating to the Company ( Ratle Hydroelectric Power Corporation Limited) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to Ratle Hydroelectric Power Corporation Limited or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

## **7.0 Procedure for Banning of Business Dealings**

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/ Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be GM and above for works falling in the competency of CEO and DGM/SM with at least one member of the level of General Manager for works falling in the competency of GM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the Ratle Hydroelectric Power Corporation Limited. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
  - a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.



- b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 “Show Cause Notice”.
- c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for Ratle Hydroelectric Power Corporation Limited on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

#### **7.4 Show Cause Notice**

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

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

If the Agency requests for inspection of any relevant document in possession of Ratle Hydroelectric Power Corporation Limited, necessary facility for inspection of documents may be provided.

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

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

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

#### **7.5 Speaking Order**

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



the said purpose.

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

#### **7.6 Period of banning**

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

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

#### **7.7 Effect of Banning**

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

The Agency, ( after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and



price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under IntegrityPact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

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

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

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

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

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

#### **7.8 Hosting at Ratle Hydroelectric Power Corporation Limited website**

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

#### **8.0 Appeal against the Decision of the Competent Authority.**

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation Committee



constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal and call the Agency for personal hearing, if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

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

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

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



## 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 Ratle Hydroelectric Power Corporation Limited NIT (e-tender/ physical tender) no .....dt. 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 yourm

This order shall have the following effects:

- (i) Further business dealings with your firm is Suspended within Region/ Project/ Unit/ wide Ratle Hydroelectric Power Corporation Limited. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor we 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 andMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and Price Bids have already bepened , the tendering process shall be continued
- (v) In case of ongoing contracts between you & Ratle Hydroelectric Power Corporation Limited, (including cases were contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi) (a) In case the Firm is in Joint Venture the following would also be applicable:

*Tender Document for Hiring of Vehicles*



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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

Yours faithfully,

For & On behalf of Ratle Hydroelectric Power Corporation Limited.

**Note:** Strike out whichever is not applicable





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 Ratle Hydroelectric Power Corporation Limited for the following reasons:

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of Ratle Hydroelectric Power Corporation Limited.



## Appendix –III

### (Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

**Sub:** Intimation of Banning of Business Dealings

Dear Sir,

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

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

“Brief of the Default may be mentioned”

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

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

This order shall have the following effects:



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

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

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

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.
- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the



Equipment has been supplied by such Agency.

- (d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

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

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

Appellate Authority: .....

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of Ratle Hydroelectric Power Corporation Limited.

**Note:** Strikeout whichever is not applicable

**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 of Hydroelectric Power Corporation Limited;

2. Your Appeal reference ..... Dt.....

Dear Sir,

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

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

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

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

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

fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of Ratle Hydroelectric Power Corporation Limited.

**ANNEXURE-III**

*(To be filled and uploaded online)*

***(Format for declaration by the Bidder)***

**Self-Declaration by the Bidder**

I/We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby certify that I/We have not been banned / de-listed / black listed / debarred as on the date of submission of bid, from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, 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.*

**ANNEXURE-IV**  
(to be filled and uploaded online)

**PAST EXPERIENCE**

Details of similar services carried out	No. and date of order	Value of Contract	Contractual date of completion (Month & Year)	Actual date of completion (Month & Year)	If order is under execution, percentage of services completed till date	Reasons for delay, if any	Name and complete address of the customer

Station : \_\_\_\_\_

Date: \_\_\_\_\_

For & on behalf of \_\_\_\_\_  
 Signature \_\_\_\_\_ : \_\_\_\_\_  
 Name \_\_\_\_\_ : \_\_\_\_\_  
 Designation \_\_\_\_\_ : \_\_\_\_\_  
*(of the authorized representative of the bidder)*

Official Seal of the Company:





## **ANNEXURE-V**

(to be filled and uploaded online)

### **BID PROFORMA**

<b><u>Sl. No.</u></b>	<b><u>Description of information</u></b>	<b><u>Replies by the bidder</u></b>				
Name of t						
1.	he 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.	Whether MSE or Start-up (tick in the appropriate box) :	<table border="1"><thead><tr><th>MSE</th><th>Start-Up</th></tr></thead><tbody><tr><td></td><td></td></tr></tbody></table>	MSE	Start-Up		
MSE	Start-Up					
6.	Year and place established :					
7.	Are you registered with any Government/ Public Sector Undertaking (if yes, give Details) for work of similar nature covered under the specifications :					
8.	Have your Company ever been declared Bankrupt (if yes, give details)? :					
9.	Validity period of tender, reckoned from the last date of online bid submission :	120 days				
10.	Whether furnished & filled all Schedules / Annexure appended to the tender documents. :					
11.	Goods & Services Tax Identification No. (GSTIN) :					
12.	EPF No. _____ :					



13. PAN :
4. HSN Code/SAC : (To be mentioned HSN/SAC Codes against the items under Scope of Work as per BOQ)

Station : \_\_\_\_\_

Date: \_\_\_\_\_

For & on behalf of \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

*(of the authorized representative of the bidder)*

Official Seal of the Company:





**ANNEXURE-VII**

*(to be filled and uploaded online)*

**Declaration/Undertaking under MSMED Act, 2006**  
**(As per guidelines issued by Ministry of MSME time to time)**

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/ Women Entrepreneurs **(Strike out if not applicable)**

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

(Authorized Representative of Firm)

-----



**Annexure-VIII**

*(to be filled and uploaded online)*

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

A) I/We confirm that the provisions of Startup India Initiatives are:

Applicable to us and our organization falls under the definition of Startups.

Not applicable to us and our organization does not fall under the definition of Startups.

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

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

(Authorized Representative of Firm)



**ANNEXURE-IX**  
(to be filled and uploaded online)

**DECLARATIONS**  
(to be submitted by bidder)

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

Signature & Seal of Bidder



## **ANNEXURE-X**

*(To be filled and uploaded online)*

***(Format for declaration by the Bidder)***

***“Self-Declaration by the Bidder”***

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

***(Seal & Signature of Bidder)***

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

*\*Strike out if not applicable*



**ANNEXURE-XI**  
*(To be filled and uploaded online)*

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

To,

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

Dear Sir,

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

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

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

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

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

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

Place:  
Date:

[Signature of Authorized Signatory of Bidder]

Name:  
Designation:  
Seal:





**ANNEXURE-XII**  
(To be filled and uploaded online)

**~~(Format for declaration by the Bidder)~~**

**~~“Self-Declaration by the Bidder”~~**

~~“It is hereby declared that the Bid ID No ..... has been submitted by M/s ..... (Name of Bidder) against Tender specification No..... as a..... (MSEs / Startups). (strike (X) out the remaining)~~

~~.....(Name of Bidder) shall get the benefit for the specified category only if all the terms and conditions mentioned in the tender are complied”.~~

**~~(Seal & Signature of Bidder)~~**

~~Note: Thision' should be on the letter head of Bidder.~~

~~\*\*\*\*\*~~



**ANNEXURE-XIII**

(To be filled, emailed and uploaded online)

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

i. Tender Reference No.:- \_\_\_\_\_ Date:-  
\_\_\_\_\_

ii. E-Tender ID: \_\_\_\_\_

iii. Name of the Work:  
\_\_\_\_\_  
\_\_\_\_\_

**For Tender Fee**

i. Amount: - Rs. \_\_\_\_\_

ii. UTR No. :- \_\_\_\_\_ Date:-  
\_\_\_\_\_

**For Earnest Money**

i. Amount: - Rs. \_\_\_\_\_

ii. UTR No. :- \_\_\_\_\_ Date:-  
\_\_\_\_\_

**(Signature & Stamp of the bidder)**

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



## ANNEXURE -XIV

(To be submitted offline as well as uploaded online)

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

(To be executed on Letter head)

No: ..... Date:  
.....

To

M/s Ratle Hydroelectric Power Corporation Limited

Name of Work: **Hiring of Vehicles for Ratle HE Project.**

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

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

Place: ..... (Signature of the Authorised Signatory)

Date: ..... Name:-

..... Designation:

..... (Official Seal)

Note:

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



## ANNEXURE-XV

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

Ref.: Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September, 2020.

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

The directives under Public Procurement (Preference to Make in India) Order, 2017 include following:

#### **A) Definitions**

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

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

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

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

**Minimum local content:** The ‘local content’ requirement to categorize a supplier as ‘Class - I local supplier’ is minimum 50%. For ‘Class - II local supplier’ the ‘local content’ requirement is minimum 20%. For the items, for which Nodal ministry/department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for ‘Class-I local supplier’ / ‘Class-II local supplier’ respectively.

**Margin of purchase preference:** The margin of purchase preference shall be 20%.

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

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

- a) In procurement of all Goods, Services or Works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b) In procurement of all Goods, Services or Works, not covered under a) above



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

The above criteria shall be subject to compliance of following:

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

**C) Procedure for Purchase Preference**

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

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



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

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

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

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

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

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

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

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

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

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

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

If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract



for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

**D) Verification of local content**

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

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

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



**Attachment to Annexure-XV**  
*(To be filled and uploaded online)*

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

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

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

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

\* Strike out whichever is not applicable

**Date:**

**Seal & Signature of the Bidder**





**ANNEXURE-XVI**  
(To be filled and uploaded online)

**APPLICATION I DEPLOYMENT OF VEHICLE AT RATLE HE PROJECT**

To,

**Group Senior Manager (E)**  
**Procurement & Contracts division**  
**Ratle HE Project,**  
**Shalimar, Dist – Kishtwar,**  
**UT of J&K.**

**Sub: Application for “Hiring of Vehicles for Ratle HE Project”.**

Sir,

I hereby agree to deploy my vehicle having the following details in Ratle HE Project, as per “TERMS & CONDITIONS of Tender documents for “**Hiring of Vehicles for Ratle HE Project**” published through Tender Reference No. **RH/RATLE/P&C/C-035/2023 dt. 12.08.2023** and submit my application / bid for your kind consideration:

	Category of Vehicle(s) quoted / offered: Please Tick <input type="checkbox"/> the applicable box	SI. No.	Category of Vehicle	Tick		
		1	Mahindra Scorpio Classic S-9 str or upper class vehicle/higher model			
		2	Mahindra Bolero B6 or upper class vehicle/higher model			
Detail of the Vehicle(s)		SI. No.1 as above	SI. No. 2 as above			
01.	Name of Applicant/ bidder as per RC Book					
02.	Address					
03.	Mobile Phone No.					
04.	PAN (copy enclosed)					
05.	Do you already Own the above vehicle	YES/ NO (If YES give the following details, if “NO” please submit the declaration as per <b>Annexure-A of SCC</b> )				
06.	Registration No.					
07.	RC Book (copy of RC Book enclosed)					
08.	Model (as per RC Book)					



09	Make		
10.	Fitness Valid up to (Date) (copy of document enclosed)		
11.	Registration Certificate Date		
12.	Tax paid up to (copy of document enclosed)		
13.	Insurance Valid up to (copy of Comprehensive Insurance enclosed)		
14.	All J&K Tourist taxi / Maxi cabs permit valid upto (copy of permit enclosed)		

**It is to certify that vehicle(s) whose details have been mentioned above, have never met with any accident in the past.**

Thanking you.

**Signature of the Bidder/ Applicant**



## **SECTION - II CONDITIONS OF CONTRACT**



## **SECTION – II: - CONDITIONS OF CONTRACT**

### **1.0 NAME OF WORK:**

Hiring of Vehicles for Ratle HE Project.

### **2.0 PRICES AND TAXES & DUTIES:**

2.1 Prices shall be firm and final. The Contract unit rates shall also be after taking into account the Input Tax Credit (ITC) and other benefits as applicable.

2.2 Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids shall be included in Price Bid i.e. Schedule of Quantities & Prices (Section-IV).

2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be paid / reimbursed against proper invoice as per rules and other relevant documents, if any, and restricted to the total amount of Taxes & Duties mentioned in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by Ratle Hydroelectric Power Corporation Limited.

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

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

2.5 ~~The rates of minimum wages for different categories of workers shall be as notified by the Central Government as applicable twenty eight (28) days prior to deadline for submission of bids. If there is any revision of minimum wages by the Government during the currency of the Contract, the Contractor is entitled for reimbursement towards the incremental changes in Minimum wages proportionate to the manpower deployment from the effective date of revision against specific request from the Contractor with documentary evidence.~~

2.6 Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Schedule of Quantity & Prices shall be inclusive of all such statutory obligations as applicable.

2.7 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the



Contractor and shall be deemed to be included in the unit rates provided for in the Schedule of Quantities & Prices and the Employer shall not be liable in any manner whatsoever therefore.

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

GST at applicable rate keeping in view the applicability of Reverse Charge Mechanism (RCM) basis will be added / loaded / adjusted on the awarded value to arrive at Contract Price. The amount of GST deducted, if any, shall be deposited with Tax Authorities.

### 3.0 CONTRACT PERIOD:

The Contract shall be valid for a period of **730 days from the date of actual date of deployment of vehicle** .

### 4.0 ~~COMPENSATION:~~

- 4.1 ~~The Contractor shall ensure timely attending of complaints, rectification of faults within reasonable time period or the period specified by the Engineer-in-charge, in case of emergency. Any delay on account of Contractor/ service personnel, negligence will result as imposing of compensation @ ₹ \_\_\_ / per day [... indicate suitable rate...]~~ and the same shall be recoverable from the bill.

- 4.2 ~~The Contractor shall provide the minimum staff for the work otherwise recovery shall be made from the Monthly bills at the rate as follows:-~~

- i. ~~For Skilled = ₹ \_\_\_\_\_.00 per day per head.~~
- ii. ~~For Semi Skilled = ₹ \_\_\_\_\_.00 per day per head.~~
- iii. ~~For Unskilled = ₹ \_\_\_\_\_.00 per day per head.~~
- iv. ~~For Highly skilled = ₹ \_\_\_\_\_.00 per day per head~~

### 5.0 PERFORMANCE SECURITY / 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-A** herewith for an amount equal to **(10) ten percent** of the originally awarded contract price by way of guarantee valid till one month 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. 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 shall be released after successful completion of the entire Contract Period, including extension, if any. The Performance Security amount will not earn any interest for the whatsoever period detained by Ratle Hydroelectric Power Corporation Limited. The performance security shall not be released till liquidated damages, if any, is pending for recovery.

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 (alongwith applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

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

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

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: RATLE HYDROELECTRIC POWER CORPORATION LIMITED

Account No.: 40131965202

IFSC Code: SBIN00017695

Address of the Bank: State Bank of India, HNI, Rail Head Complex, Jammu

## **6.0 — WARRANTEE:**

~~During the period of the contract, if the Contractor fails to rectify any defect~~



~~pointed out to him the same shall be got done by NHPC at the risk and cost of Contractor and recovered from the Security Deposit or any other amount payable to the Contractor. For non performance of certain items or unsatisfactory performance, penalty shall be levied on pro-rata basis as decided by Engineer In charge. The penalty leviable from the Contractor for such non performance shall not be higher than the amount equivalent to which would have become payable to the Contractor by NHPC had the work been executed by the Contractor as per schedule.~~

~~In case of any damage or loss on account of acts of commission or omissions of the Contractor, the same shall be compensated by the Contractor or else shall be recovered from available payment or any monies payable to the Contractor **[....strike out the clause if not applicable...]**.~~

## **7.0 TERMINATION:**

**7.1** If the work is found to be unsatisfactory during the execution of the contract or the Contractor commits default in any of the terms and conditions of the contract, Ratle Hydroelectric Power Corporation Limited reserves the rights to terminate the contract and can get the work done by another agency at the risk and cost of the Contractor.

## **7.2 Additional clause for Annual Maintenance Contracts of Generating Units of Power House for a period of two (2) years [Strike out, if not applicable]**

~~7.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in full or part thereof in the following circumstances by giving a notice of termination and its thereof to the Contractor referring to the specific clause:~~

- ~~iii) a) If the contractor fails or refuses to execute contractual obligation or any part thereof in the manner specified in program of performance that gives reasonable assurance to the Employer that the Contractor can attain completion of Work/ Services as per time schedule or sion thereof, within 14 days after serving notice of default.~~
- ~~iv) b) If the performance is assessed to be good in reference to quality and time sch<sup>ed</sup>ule then the Contractor will continue to carry out maintenance in 2nd year also as per Terms & conditions of Contract. If the performance is assessed to be not good in reference to quality and time schedule, then the Engineer-In-Charge he liberty to terminate the contract giving reasonable r-asons.~~
- ~~v) c) In the circumstances as at 7.2.1 be, Engineer In Charge shall take suitable action as under: —~~
- ~~vi) i) Performance Banantee/ Security Deposit of the Contractor shall be~~



forfeited

- vii) ii) ~~To go for fresh tender for finalization of 2 years contract (covering 2nd year and next 1 year) debarring the defaulting contractor for participation in this fresh tender.~~

~~7.2.2 The Contractor is entitled to be paid the due amount attributable as per Payment Terms at the time of termination. Any sums due to the Employer from the Contractor, accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.~~

~~7.2.3 The Contractor/Service provider shall have no claim of compensation for any loss suffered by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract.~~

~~7.2.4 Termination of the Contract as provided for above, shall not prejudice or affect the rights of the Employer which may have accrued upto the date of such termination.~~

~~7.2.5 All decisions/actions of the Employer under this clause, as aforesaid, shall be conclusive and binding on the Contractor.~~

## **8.0 INSPECTION:**

All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open to the inspection and supervision of the Engineer in Charge or his authorized representatives.

## **9.0 ENGINEER-IN-CHARGE AND HIS DECISION:**

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

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





## 10.0 QUANTITY VARIATION:

During the execution of the contract, the Employer reserves the right to increase or decrease the original quantities of item without any change in unit price or other terms & conditions. In case items for which rates are not available in the Schedule of Quantities & Prices, the rates of such items shall be paid at the analyzed rate based on actual input to be provided by the Contractor.

## 11.0 PAYING AUTHORITY:

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

## 12.0 CONTRACTOR'S RESPONSIBILITY:

12.1 Contractor shall ensure that drivers appointed by him are paid minimum wages as fixed by the Centre Government in terms of Minimum wages act and other statutory requirements.

12.2 The Contractor shall be liable to make payment to drivers and shall comply with labour laws.

12.3 ~~The Contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Labourers, payment vouchers, Attendance Register, Leave, and Weekly off particulars etc. to satisfy the provisions of the Labour Acts/Laws. Further, the Contractor shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.~~

12.4 The Contractor shall clearly inform the labour that working in Ratle Hydroelectric Power Corporation Limited premises will not entitle them for any job in Ratle Hydroelectric Power Corporation Limited in future.

12.5 ~~The Contractor shall submit and maintain proof for remittance of PF account & other statutory payments made towards the labours engaged for the work.~~

12.6 All the drivers engaged by the Contractor are subjected to Security check while entering and leaving the premises.

12.7 The Contractor will be responsible for the good conduct of the driver. In case of any misconduct or misbehavior of his employees' suitable action shall be taken as per the directions of Engineer In-charge.

12.8 ~~The Contractor or his authorized supervisor/ engineer will come regularly to site to ensure that the work is being performed following all Rules, Regulations and Acts as specified in clause 12.17. Besides above, necessary coordination, taking instruction from Dept. and supervision of the work shall also be the responsibility of the Contractor.~~

12.9 ~~The Contractor shall maintain spares and T&P emergency stock in Ratle~~



~~Hydroelectric Power Corporation Limited premises for which space on demand may be provided.~~

- 12.10 The Contractor should ensure that the driver should wear uniforms, badges, shoes and safety and security items during their duty hours. Also the Contractor service personnel must have valid identity cards for identification purpose.
- 12.11 The Contractor shall also provide the mobile no. / telephone no. to contact the driver.
- 12.12 ~~All consumable and material used by Contractor shall be of standard brand as approved by Engineer in Charge.~~
- 12.13 ~~The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.~~
- 12.14 ~~The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.~~
- 12.15 In the event of any injury, disability or death of any employees/driver in or about the work employed by the Contractor, the Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Employee's Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a employee and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Employee's Compensation Act, 1923, for any injury, disability or death of a employee by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfillment of the said decree, award or orders.
- 12.16 ~~The Contractor shall furnish to the Engineer In-charge, a copy of the License obtained under Contract Labour (Regulation & Abolition) Act, 1970 for employing contract labour in Ratle Hydroelectric Power Corporation~~



Limited. To obtain License, Ratle Hydroelectric Power Corporation Limited shall issue a certificate in Form V.

## **12.17 COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:**

12.17.1 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 thereunder, 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 thereunder, 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 non-observance 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.

Salient features of some of the major labour laws that are applicable to construction industry including amendments (if any) are given below.

(i) Employee Compensation Act 1923 as amended

The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.

(ii) Payment of Gratuity Act 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS-95.

The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:



- (a) Pension or family pension on retirement or death as the case may be.
- (b) Deposit linked insurance on the death in harness of the worker.
- (c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 (Amended)

Act provides for leave and some other benefits to women employees.

(v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.

The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer (the Employer) and recover the same from the Contractor from any amount/monies due to him. The principal Employer (the Employer) is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of Contractor or Principal Employer (the Employer) if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Rate of Minimum Wages notified by the appropriate Government as per provisions of the Act.

(vii) Payment of Wages Act 1936 (Amended)

It lays down as to by what date the wages are to be paid, when it will and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(ix) Payment of Bonus Act 1965 and any further amendments thereof.

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing ₹ 21,000/- P.M. or less. The bonus to be paid to employees getting ₹ 7,000/- P.M. or the minimum wages for the scheduled employments as fixed by the appropriate Govt. whichever is higher. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.

(x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of



industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for layoff or retrenching the employees or closing down the establishment.

(xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

(xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workmen and Employers. The trade unions registered under the Act have given certain immunities from civil and criminal liabilities.

(xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child labour is prohibited in Building and Construction Industry.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The interstate migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess @ 1% of the cost of construction as may be notified by the Government. The Employer (the Contractor) to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of



power engaged in manufacturing process.

(xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

(xviii) Employees' State Insurance Act, 1948:

The Act provides for certain benefits to employees in case of sickness, Maternity and Employment injury and for certain other matter in relation thereto.

The compliance of the labour laws / acts shall be along with amendments (if any) of the respective acts.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The definition of "Principal Employer" for this clause shall be as per Contract Labour (Regulation and Abolition) Act 1970.

(xix) Apprentice Act, 1961:

The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his Sub-contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 as amended in 2014 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

12.17.2 The Contractor shall be responsible to secure compliance with all central & state Government laws as well as rules, regulations, bye laws and others of the local authorities and statutory bodies as may be in force from time to time as applicable. The Contractor shall also be responsible for giving the required notice to any statutory or local bodies as required by law and obtain all requisite licenses as applicable to him under the contract. The Contractor at all times shall indemnify the Employer against all claims, damages or compensation, any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/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 Employer.

~~12.18 The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No. 62. The~~



appliances and equipment shall be available for use at all time.

#### **12.19 Social Accountability 8000 Compliance:**

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

**12.20** The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.

**12.21** The Contractor including its Sub-contractor shall have the registration with EPFO and ESIC. Further all the workers deployed by Contractors or Sub-contractors shall be members of Provident Fund and should be given the Universal Account Number (UAN). The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis on production of documentary evidence.

The reimbursements are subject to Production of Contract Wise copy of separate Electronic Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

The Contractor including its Sub-contractor shall ensure that the payment is being made to contract workers through bank. The Contractor including its Sub-contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.

In addition to above, the Contractor including its Sub-contractor shall also submit the Bank account nos. of the contract workers in which the salary is deposited by the Contractor including its Sub-contractor. The Contractor including its Sub-contractor as proof shall submit along with other documents pursuant to Clause 25, the account statement in respect of salary paid to the contract workers for the month prior to the month in which the Contractor submits Running account bill.

The Engineer in Charge or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor fails to produce the



~~proof of payment made by him or his Sub-contractor to the contract workers deployed by him or his Sub-contractor and the statutory compliance. The Contractor shall in no case withhold the payments due to their employees for any reasons whatsoever including that on account of non-clearance of its bill by the Engineer in Charge or his authorized representative.~~

### **13.0 SAFETY:**

The work shall be carried out strictly adhering to all the safety norms as per Ratle Hydroelectric Power Corporation Limited Safety Rules and therefore Contractor shall have to ensure safety of all the labourers engaged by them while working.

The Contractor shall provide & make all necessary gadgets/arrangements for safety of his employees. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his employees or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the Contractor. The insurance charges of the employees shall be borne by the Contractor.

Protective equipment like safety shoes, safety helmets, gloves etc. shall be supplied by the Contractor to the labour and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or Engineer in Charge should be contacted before entering the electrically charged areas.

The Contractor shall be responsible for safety of all employees employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

### **~~14.0 INSURANCE~~**

~~The Contractor shall take the ESIC. In case ESIC is not available, then Mediciclaim insurance policy or any other policy as applicable for his workers engaged for the works and shall submit the proof of the policy to the Engineer in-charge before commencing the work.~~

~~All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.~~

### **15.0 SUBLETTING OF CONTRACT**

The Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the Engineer-in-Charge or Employer, sublet or transfer other than for minor details, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

### **~~16.0 CONTRACTOR'S SUPERVISION:~~**

~~The Contractor shall appoint at his own expense adequate number of~~  
*Tender Document for Hiring of Vehicles*





~~supervisors/ engineers with sufficient experience to supervise the Works.~~

~~The Contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer in Charge. Directions/instructions given by the Engineer in Charge to the Contractor's authorized representatives shall be considered to have the same force as if they had been given to the Contractor himself.~~

#### **17.0 REMOVAL OF CONTRACTOR'S MEN:**

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The Contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer in charge. Any person so removed shall be replaced immediately.

#### **18.0 ECOLOGICAL BALANCE:**

During the course of work the Contractor shall ensure compliance to Ecological balance under various regulations and acts in vogue including following:-

1. Environment Protection Act 1986
2. The Water (Prevention and control of Pollution) Act, 1974
3. Air (Prevention and control of Pollution) Act 1981

#### **19.0 FORCE MAJEURE:**

**19.1** The term 'Force Majeure' shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter' Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within



10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

**19.2** On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions as under:

- i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub- clause 19.2 (i) above, the following provisions shall also have effect:
  - (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the Contract; and
  - (b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's T&P, Equipment, Material etc, to the Employer's stores. The cost of such re- execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

**19.3** Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 23.

## **20.0 SUSPENSION OF WORKS:**

**20.1** The Contractor shall on the order of the Engineer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-charge. If such suspension is:



- (a) Provided for in the Contract, or
- (b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or
- (c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

- 20.2** If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the Contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

**21.0 FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

- 21.1** If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

- 21.2** The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

**22.0 TERMINATION OF CONTRACT ON DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the



legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representative of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

### **23.0 TIME FOR COMPLETION AND EXTENSIONS:**

**23.1** Time for Completion allowed for execution of the Works is as specified in clause 3.0 of these conditions.

**23.2** However, if the work is delayed on account of:

- i) Delay in handing over of site to the Contractor; or
- ii) Increase in the quantity of work to be done under the contract; or
- iii) Suspension of work; or
- iv) "Force Majeure" or
- v) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for Security Deposit and Insurance Policy(ies). Provided further that such extension is not caused by increase in Contract Price of Works.

**23.3** In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-



Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time *suomotto*.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in-Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless the Contractor has;

- a) within 14 days after such event has first arisen notified the Engineer and
- b) within 28 days or such other reasonable time as may be agreed by the Engineer-in-charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

#### **24.0 COMPLETION CERTIFICATE:**

**24.1** The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in clause 3.0 and terms and conditions mentioned in clause-23. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

**24.2** No certificate of completion shall be issued as stipulated under 24.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the



Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

**25.0 PAYMENT ON ACCOUNT:**

**25.1** Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).

**25.2** Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.

**25.3** Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-charge.

In case of any disagreement between EIC and Contractor on any part of the bill, such part shall be severed from the rest and payment of such part shall be withheld by the EIC and payment of balance admissible part of Contractor's bill shall be processed and released within specified 30 days.

The clarification on disagreed part, if any, required on any item of Contractor's bill shall be sought by the EIC within 21 days of bill submission and except in exceptional circumstances, these clarification shall be sought in one go. Similarly, the Contractor shall also be required to submit the clarification sought within next 21 days.

**25.4** Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

**25.5** ~~In case of disputed items for which payment has been withheld, the Engineer-in-charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer in-charge. After receipt of such clarifications / modifications furnished by contractor as per clause 25.3 and acceptance thereof by the Engineer-in-charge, payment in respect of such withheld items shall be released to the contractor through next Running Account bill.~~

**25.6** Statutory taxes like Income Tax, Work Contract Tax etc. as applicable in the



State shall be deducted from payment.

- ~~25.7 Subject to Sub-clause 12.21 of Conditions of Contract, the EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer in Charge to the Contractor on actual basis.~~

~~Further, the reimbursements are subject to Production of Contract Wise copy of separate Electronic Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.~~

**26.0 PAYMENT OF FINAL BILL:**

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months of the submission of Final bill. The clarification, if any, required on any item of final bill, shall be sought by the EIC within a period of 21 days. The Contractor shall be required to submit his clarifications within next 21 days. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

**27.0 OVER PAYMENT AND UNDER PAYMENT:**

- ~~27.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the Contractor from the Employer or from his security deposit, or he shall pay the claim on demand.~~

- ~~27.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the Final bill may be included by one of the parties as an item of dispute. before~~



~~an arbitrator appointed under clause 28.0 of this Contract and notwithstanding The fact that the amount of the final bill figures in the arbitration award.~~

- 27.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.
- 27.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 27.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer-in-Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 28 hereof, or by the competent court.

## **28.0 SETTLEMENT OF DISPUTES**

### **28.1 Amicable Settlement**

~~28.1.1~~ If any dispute arises between the Employer and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably.

~~28.1.2~~ Any dispute, in respect of which the Employer and the Contractor have failed to reach at an amicable settlement pursuant to GCC Clause 28.1.1, Hon'ble District Court Kishtwar shall be the Court of competent jurisdiction.

~~Any dispute, in respect of which the Employer and the Contractor have failed to reach at an amicable settlement pursuant to GCC Clause 28.1.1, shall be finally settled by reference to arbitration as per Clause 28.2.~~





## 28.2 Arbitration

~~28.2.1 Except as otherwise provided in clause 28.1 above, hereinbefore, all questions, dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Employer, in relation to or in connection with the Contract shall be referred for arbitration in the manner provided as under:~~

~~28.2.2 Any dispute or difference what so ever arise between the Parties and of or relating to the construction, interpretation, application, meaning, scope, operation /or effect of this Contract or validity of the breach thereof, shall after written notice by either Party to the other be referred for adjudication and such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof, as set forth below:~~

- ~~(i) The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India).~~
- ~~(ii) If one of the parties fail to appoint its arbitrator in pursuance of sub clause (i) and (ii) above, within 30 days after receipt of the notice of appointment of its arbitrator by the other party, then the President of Institution of Engineers (India) shall appoint the arbitrator. A certified copy of the order of the President of Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.~~
- ~~(iii) The decision of the majority of arbitrators shall be final and binding upon both parties.~~
- ~~(iv) The fee payable to arbitrators shall be as per the model fee structure of NHPC, the present modal fee structure is placed at Annexure C. The fees include the sitting fee of arbitrators, reading fee, award writing fee and secretarial expenses etc. and nothing is payable other than this by whatsoever name called. The cost and expenses of Arbitration shall be borne in such a manner as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.~~
- ~~(v) The seat of Arbitration shall be at .....~~

~~The cumulative claims not exceeding 25% of the initial Contract Price can only be referred to arbitration and the claims above 25% of the initial Contract Price~~



~~are to be referred to commercial court.~~

~~The court at .....shall have exclusive jurisdiction on the disputes arising out of the contract.~~

~~28.2.3 It is a term of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not therea.~~

~~28.2.4 Notwithstanding any reference to the Arbitration herein,~~

~~(a) the Parties shall continue to perform theirpective obligations under the Contract unless they otherwise agree~~

~~(b) the lloyer shall pay to the Contractor any moneys due to the Contractor.~~

~~(c) The party invoking arbitration shall have to deposit a sum equal to 5% of the amount claimed under dispute with the other party at the time of invocation of arbitration clause. The amount of 5% should be deposited in Demand Draft / NEFT / RTGS and no other security such as bank Guarantee etc. will be accepted against this amount. The amount so deposited shall be adjusted against costs, if any, awarded by the Arbitral Tribunal against the claimant party and the balance remaining after such adjustment and in the absence of any such costs being awarded, the whole of the sum will be refunded to the party within one month from the date of the award. A simple interest @6% per annum shall be paid by the other party on the amount deposited by the party for referring the claim to arbitration.~~

**~~In case of contract with another Public Sector Enterprises and Government Department (s) / Organization(s) (other than those related to taxation matters), the above said clauses 28.2.1 to 28.2.4 shallnd deleted and the following Arbitration clause shall be applicable:-~~**

~~i) — All questions, disputes or differences whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be referred to arbitration in the manner provided as under:~~

~~—————  
—————“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department (s) / Organization(s) (other than those related to taxation matters), such dispute or difference shall betaken up by either party for resolution through AMRCmentioned in DPE OM No. 4(1)/2013-DPE(GM)FTS-1835 dated 22.05.2018.”~~



~~ii) Both the Employer and Contractor (CPSE / Government Department) refer the existing dispute(s) to the Arbitrator at the earliest.~~

~~iii) The arbitrator shall make a speaking award.~~

~~iv) The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute.~~

~~— Note: This provision is applicable to disputes with Central PSEs / Port Trusts / Government Department(s) / Organization(s) (other than those related to taxation matters) only.~~

~~28.3 However, any issue or matter relating to tendering stage including negotiations (if any) at that stage which has been mutually agreed and incorporated in the Contract shall not be subject to amicable settlement or arbitration.~~

~~28.4 Simple interest @6% per annum shall be payable on the awarded amount of the dispute/claim for the pre-reference and pendente lite period.~~

### **29.0 General:**

The Employer reserves to itself the right to take over the part or full contract from the Contractor after the award of the Contract or during the execution of Contract without assigning any reason.

### **30.0 Training of Apprentices**

~~The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his Sub-contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 as amended in 2014 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.~~

### **31.0 Employment of Skilled / Semi-skilled workers**

~~The Contractor shall, at all stages of work, deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work.~~

~~The Contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite~~



~~certificate from recognized Institute to Engineer in Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the Contractor shall substitute such tradesmen within two days of written notice from Engineer in Charge. Failure on the part of Contractor to obtain approval of Engineer in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by Contractor at the rate of ₹ 100 per such tradesmen per day. Decision of Engineer in Charge as to whether particular tradesmen possesses requisite skill and amount of compensation in case of default shall be final and binding.~~

~~Provided always, that the provisions of this clause, shall not be appks with estimated cost put to tender less than ₹ 5 crores.~~

\*\*\*\*\*



## Annexure-A

### PERFORMANCE GUARANTEE FORM

#### Bank Guarantee

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

Bank Guarantee No. ....

Date .....

To,

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

Dear Sirs,

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

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



The Employer shall have the fullest liberty, without affecting in any way the liability of



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

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

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

Dated this .....day of ..... 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 ten percent (10%) of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be thirty (30) 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 invariable mentioned on the back side of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.





## Annexure-B

### AGREEMENT

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

This AGREEMENT is made on the ..... day of ..... BETWEEN  
.....

- (1) Ratle Hydroelectric Power Corporation Limited, a corporation incorporated under the laws of INDIA and having its Registered Office at Room No. 08, Block No. 02, NHPC Regional Office, JDA Commercial Complex No. 01, Narwal, Jammu, (J&K) – 180006 (hereinafter called “the Employer”), and which expression shall include its permitted successors and assigns.

and

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

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

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

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

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

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

AND WHEREAS the Employer has accepted the tender of the Contractor and the execution of the said work for the sums as per Schedule of Quantities & Prices contained in the Section-I upon the terms and subject to the conditions



hereinafter mentioned and more particularly described in Section I to IV respectively which shall form integral part of this Contract (hereinafter to be collectively referred to as 'Contract Documents').

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

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

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

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

(For and on behalf of  
the Contractor)

(For and on behalf of  
the Employer)

In the presence of

1.

In the presence of

1.



## **SECTION – III**

# **SPECIAL CONDITIONS OF CONTRACT (SCC)**



## **SECTION – III : SPECIAL CONDITIONS OF CONTRACT**

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

1. The vehicle should be available for use 24x7 round the clock by Ratle Hydroelectric Power Corporation Limited.

### **2. Technical Criteria:**

i) **This work is reserved Project Affected Families (PAFs) of Ratle HE Project, Distt-Kishtwar, UT of J&K.** Accordingly bids from other bidders will not be considered and will be summarily rejected. Bidder shall submit the documentary evidence in this regards.

Company reserves the right to verify the credentials submitted by bidder from Govt authorities. If the information is found to be false on verification, the Contractor shall be barred from taking part in tendering process for next 2 years wef last date of submission of bid.

ii) The Bidder must be owner of vehicle i.e. the bidder should have the vehicle in his own name / in the firm's name, for which he is quoting and in case of award he shall depute the same vehicle against this tender. In this regard documents as mentioned below at sr.no. (iii) & (iv) must be submitted with their bid.

iii) The bidder must produce copies of Vehicle Registration Certificate/s as commercial vehicle, and valid comprehensive insurance of the vehicle/s, with their bid.

iv) In case the bidder intends to purchase new vehicle/s, the bidder shall submit an Undertaking to produce the said Vehicle as per **Annexure-A of SCC** for inspection to the authorized representative of Ratle HE Project, Kishtwar within 28 (Twenty Eight) days of issue of Letter of Award.

v) The Contractor can choose to drive the deployed vehicle on its own or through driver.

In case the Contractor/owner of the vehicle chooses to drive the vehicle on its own the bidder has to submit an undertaking in this regard as per enclosed Performa **Annexure-A of SCC**.

In case, under any justified & acceptable circumstances, the contractor chooses to deploy the driver at any later stage subject to prior permission from EIC & fulfillment of other obligations as per contract, all statutory compliances as per labour laws including payment of minimum wages & EPF etc as applicable



as per terms & conditions of NIT shall automatically become applicable & binding on contractor with regard to deployment of driver with the vehicle. However, no compensation in this regard shall be payable by Ratle Hydroelectric Power Corporation Limited for the deployment of Driver by contractor. Contractor shall preferably engage /employ driver from the local area and/or those belonging to PAFs.

3. The contract shall be valid for **730 days from the date of actual date of deployment of vehicle**. Contract can be extended for further 12 months or more at the discretion of Corporation on the same rates terms and conditions subject to the good performance, good running condition of vehicles and requirement of Project.
4. The vehicle shall be hired for 24 hours a day. Driver charges are included in the hire charges. The contractor shall comply with all statutory provisions as per labour laws.
5. The contractor shall obtain the police verification of all the deputed drivers (prior to deployment of the vehicles) from the concerned Police Station and it shall be produced to the Engineer in charge, before deployment of the vehicles.
6. In case the vehicle/s do not report for duty for the particular day on the ground beyond the control of the driver i.e. due to FORCE MAJEURE conditions, neither any payment shall be deducted from the contractor nor any penalty shall be imposed for that day only, subject to proper verification of actual facts by the representative of concerned complex. However, in case of road blockade lasts for longer period, the corporation will take decision as deemed fit. FORCE MAJEURE shall include war, riots, road blockade, heavy snowfall, flood and Bandh or any other reason beyond the control of the driver.
7. The vehicles intended to be given on hire shall be produced for inspection within **(28) Twenty Eight days** of issue of letter of award along with all relevant documents for vehicle deployment viz. RC, Insurance, Route Permit, Fitness Certificate, PUC etc. Deployment of vehicles shall be accepted subject to fulfillment of abovementioned criteria otherwise vehicles shall be liable for rejection. The vehicles provided and further accepted by Ratle Hydroelectric Power Corporation Limited may not be withdrawn by contractor during the currency of the contract period; otherwise Ratle Hydroelectric Power Corporation Limited at its discretion may cancel the order & initiate other penal actions as per provisions of contract.
8. The contractor shall get the vehicles insured comprehensively at their own cost for covering all the risks. He will be responsible for compensation payable arising out of any accident including any payment to the third party, if imposed. Ratle Hydroelectric Power



Corporation Limited shall not be responsible for any compensation during the validity of contract period.

9. Any loss to the property of the Corporation due to the negligence of drivers shall be borne by the contractor of the vehicle/s.
10. Any compensation on account of accident or damage to the vehicle or for death of any private party/ Ratle Hydroelectric Power Corporation Limited employee or injury or loss, if any, shall not be paid by Ratle Hydroelectric Power Corporation Limited and shall be borne by the contractor/owner of vehicle.
11. The drivers deputed with the vehicles should be well behaved and have valid licenses, experience and wear proper uniform. In case of misbehaviour / unsatisfactory performance, the contractor of vehicle shall replace the driver immediately. However, in case contractor of vehicle/s fails to provide the substitute driver, Ratle Hydroelectric Power Corporation Limited is empowered to impose a special penalty upon contractor of vehicle up to minimum of **₹ 500/- per day**. In case of change of driver, contractor shall be bound to take prior consent of the Concerned Complex head with whom the vehicle will be deployed under intimation to the Transport Complex head.
12. The contractor shall provide mobile phones to the drivers engaged by him. Necessary charges in this regard shall be borne by the contractor of the vehicle/s.
13. The drivers deputed with the vehicles shall keep and maintain the logbook of the vehicles issued by Ratle Hydroelectric Power Corporation Limited, which should be completed every day for each journey undertaken. Authorized representatives/officers using the vehicle shall authenticate the journey in the logbook. The vehicles meter should be in working condition and the logbook filled should show/match the kilometer reading.
14. In case driver found absent from designated duty place, after parking the vehicle, it will be treated as non-availability of vehicle. For this no payment will be made and penalty @ **fixed charges per day** will be imposed, which will be recovered from the current Bill.
15. All taxes (Road Tax, Passing Fee, etc) and other duties for J&K state shall be borne by the contractor of the vehicle/s. However, Toll tax shall be reimbursed extra as per actual against submission of valid documentary proof.
16. If vehicle/s is/are required to be sent outside Kishtwar for department official purpose, then Interstate Taxes/ Route Permit charges (for journey outside J&K) and Toll Tax & Parking/Taxi Stand Fee on



official duty shall be reimbursed extra as per actual subject to production of valid documentary proof.

17. All the provisions under the Motor Vehicle Act, Labour Laws & other statutory requirements as applicable will be complied by the contractor of vehicle/s. No liability on any account due to non-compliance by the contractor of vehicle shall be borne by Ratle Hydroelectric Power Corporation Limited.
18. Contractor of vehicle shall provide all the statutory documents like, route permit, token tax, passenger tax, fitness, insurance certificate, PUC, valid driving license of the drivers etc. at the beginning of the contract which shall be renewed from time to time under intimation to Transport complex. Noncompliance will be treated as non-deployment of vehicle. In that case, Ratle Hydroelectric Power Corporation Limited may hire the substitute vehicle from other sources on the **risk and cost of Contractor** apart from imposing of penalty @ **₹ 500/- per day** from the payments to be made to the contractor.
19. Income Tax & other taxes as applicable shall be deducted from the running bill of contractor of vehicle.
20. The contractor/owner of vehicle is bound to run the vehicle strictly as per timetable given by Ratle Hydroelectric Power Corporation Limited. Ratle Hydroelectric Power Corporation Limited will, however, intimate any change in time schedule well in advance.
21. If the contractor fails to provide the vehicles as per the scheduled date of contract, the provisions of Bid Security Declaration shall be invoked and the contract will be cancelled.
22. Penalty of **₹ 300/-** will be imposed if the vehicle is found running late for more than half an hour on the fault of the contractor of vehicle. No payment will be made if contractor fails to provide substitute vehicle for breakdown period of the vehicle and penalty @ **fixed charges per day** will be imposed, which will be recovered from the current running bill.
23. In case the contractor of vehicle/s fails to provide the substitute vehicle/s for the breakdown period then the Ratle Hydroelectric Power Corporation Limited may hire vehicle/s from other sources for the urgent work and cost incurred thereon shall be recovered from the running bill of the contractor apart from imposing of penalty @ **fixed charges per day** from the payments to be made to the contractor.
24. The vehicles shall not be allowed to be utilized by the contractor for the non-utilization period other than for mentioned purposes only. In



case contractor of vehicle use the vehicle for personal use, **penalty @ double of running charges for km run** shall be imposed. However, Ratle Hydroelectric Power Corporation Limited can utilize the vehicle in free time other than stipulated.

25. All type of repairs, preventive maintenance & cleaning/washing of the vehicles shall be the responsibility of the Contractor of vehicle.
26. No fuel will be issued by the department. Diesel, Oil & lubricants etc. required for running of vehicle shall be arranged by the contractor/owner of vehicle at its own.
27. However, fuel charges shall be reimbursed to the contractor along with monthly RA Bills as per following Formula:

(Verified actual KM run during the month) x (Prevailing HSD Rate of 1<sup>st</sup> day of Calendar month under consideration at IOCL Outlet, Kishtwar) / Fuel Efficiency of Vehicle i.e. Average Fuel Consumption of vehicle in KM per Litre.

On a rough estimate, Actual fuel efficiency of vehicle i.e. Average Fuel Consumption of Vehicle has been considered **10KM per Litre**. However, Actual fuel efficiency of vehicle i.e. Average Fuel Consumption of Vehicle in KM per Litre may be decided through a KPL Test of Vehicle by a Joint Committee of Ratle HE Project Officials & Contractor after deployment of vehicle.

28. On a rough estimate, the vehicle may run generally for 2000-2500 Km tentatively in a month which may however range anywhere on lower side as well higher side than the estimate based on actual requirement of Ratle Hydroelectric Power Corporation Limited. If vehicle runs more or less than this, no claim will be entertained from either party, except for actual consumption of diesel as per **clause 27** above.
29. The vehicles will be plied on all the days or as per the requirement of Ratle Hydroelectric Power Corporation Limited. However contractor/owner of the vehicle may use **2** days in every month for repair/maintenance of the vehicle with the prior consent of concerned complex head to whom the vehicles will be deployed for which neither payment will be made nor penalty will be imposed. In case it takes more than 2 days, penalty **@ ₹ fixed charges per day** will be imposed if the contractor of vehicle/s fails to provide the substitute vehicle/s of the same make and type.
30. Parking, watch & ward of the vehicles shall be the responsibility of the contractor of vehicle. No claim of any kind in this respect will be entertained/ accepted by Ratle Hydroelectric Power Corporation Limited.





31. **Parking of the vehicles shall be done at Office Complex/Field Hostel of Ratle HE Project, Shalimar Colony, Kishtwar.** A fine of **₹ 200/- per day** for non-parking shall be imposed on the contractor, which will be deducted from the current running bill. However, approval of Engineer-in-charge shall be obtained specifically for outside parking in case of emergency.
32. In case any unauthorized person/material is found travelling/transporting in the vehicle/s, the penalty @ **₹ 500/-** for each such instance shall be imposed.
33. Out station Night Halt other than district Kishtwar shall be paid extra @ **₹ 400 per Night.**
34. The contract may be cancelled by issuing one month notice from the employer side, i.e. Ratle Hydroelectric Power Corporation Limited.
35. The rates quoted by the contractor shall be firm & fixed for 24 months from the actual date of deployment of vehicle or the final determination of the contract, whichever is later, from the date of actual hiring of vehicle except as specified in NIT.
36. Signing of Agreement will be done between Ratle Hydroelectric Power Corporation Limited & Owner of the Vehicle on Non Judicial Stamp Paper of appropriate value within stipulated time as per terms & conditions of Tender. **Without the signing of Agreement no payment will be released.**  
Following documents will be required at the time of signing of agreement.
  - i) Copy of Ownership.
  - ii) Copy of Registration Certificate
  - iii) Copy of PAN Card & GST Number as applicable.
  - iv) Copy of valid Commercial Driving License
  - v) Copy of Comprehensive Insurance Policy of Vehicle
  - vi) Copy of Route Permit/ Road Permit (Taxi Permit)
  - vii) Copy of Pollution Under Control Certificate
37. Vehicles shall be equipped with tool kit, stepney, first aid box, towel on seat.



## **Annexure-A**

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

### **AFFIDAVIT / UNDERTAKING**

"I/We, M/s

\_\_\_\_\_ (Name & address of Bidder) do hereby solemnly undertake as under:

1. That the deponent is one of the contestants in the NIT floated by Ratle Hydroelectric Power Corporation Limited for Ratle HE Project, Kishtwar vide NIT No: \_\_\_\_\_ for the work  
" \_\_\_\_\_ "
2. That the deponent is permanent resident of Dist. Kishtwar (J&K) and participated in said tender under **PAFs** category of Ratle HE Project, Kishtwar, J&K as per terms & conditions of NIT. *(Necessary proofs in support of this to be attached by bidder alongwith their Technical Bid).*
3. That the deponent do hereby declare that the said **Vehicle** \_\_\_\_\_  
\_\_\_\_\_ *(Please mention specification of vehicle)* as per NIT shall be made available for inspection to the Authorised Representative of Ratle HE Project, Kishtwar within a period of **28 (Twenty Eight)** days from the date of issue of Letter of Award and the other required documents of the Vehicle i.e. Registration Certificate, Road tax, Fitness certificate, Comprehensive Insurance policy, Commercial permit, Route Permit, Pollution Certificate etc. shall be produced at the Time of Agreement.
4. That the deponent hereby declares that: ***(Strike out whichever is not applicable)***
  - a) The deponent shall drive the said vehicle on its own. In case, under any justified & acceptable circumstances, the deponent chooses to deploy the driver at any stage subject to prior permission from Engineer In Charge & fulfillment of other obligations as per contract, all statutory compliances as per labour laws as applicable shall automatically become applicable. However, no compensation in this regard shall be claimed by deponent or payable by Ratle Hydroelectric Power Corporation Limited for the deployment of Driver by deponent except as applicable for any new revision in minimum wages during currency of contract as per terms & conditions of above said NIT.



Or

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

**Deponent**

### **VERIFICATION**

Verified at \_\_\_\_\_(Place) on \_\_\_\_\_Day of \_\_\_\_\_(month) **2023** that the averments made above are true and correct and nothing has been concealed thereof.

**Deponent**



## **SECTION – IV**

# **SCHEDULE OF QUANTITIES & PRICES**



## Section – IV

### Schedule of Quantities & Prices (To be quoted online only and not to be mentioned here)

BOQ [Compatibility Mode] - Excel

Sign in

File Home Insert Page Layout Formulas Data Review View Help WPS PDF

Spelling Thesaurus Workbook Statistics Check Accessibility Smart Lookup Translate New Comment Delete Previous Next Show/Hide Comment Show All Comments Unprotect Sheet Protect Workbook Allow Edit Ranges Unshare Workbook Hide Ink

M29

Validate Print Help **Item Wise BoQ**

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

Name of Work: Hiring of Vehicles for Ratle HE Project.

Tender Specification No: RHRATLE/IP&C/C-035/2023 dt. 12.08.2023

2023\_RHPC/1\_164207\_1

**Tender ID :**

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**  
**(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Note:

- The bidder may quote for **any one and/or all the items** mentioned in the Price Bid. The **evaluation of the bids shall be done based on the item rate prices** as per BOQ\_XXXX: Schedule of Quantities & Prices and as per Award Criteria / Process.
- All taxes & duties as applicable 28 days prior to deadline for submission of bids shall be included in the above unit rates. **GST at applicable rate keeping in view the applicability of Reverse Charge Mechanism (RCM) will be added/loaded/adjusted on the awarded value to arrive at Contract Price.** The amount of GST deducted, if any, shall be deposited with Tax Authorities.
- It is hereby confirmed that, except as otherwise stipulated in the Tender Specification, the above unit rates as mentioned in this Schedule, will remain firm and final till the subject work is completed. Further, it is confirmed that no other charges would be payable by Ratle Hydroelectric Power Corporation Limited, in connection with or execution of the Contract, except as mentioned in Special Conditions of Contract.
- Fixed charges per day per vehicle quoted in Col. 6 shall mean all charges including driver's wages/salary, except the variable charges as mentioned at Sl. No. 5, 6 & 7 hereunder.
- Payment on account of running charges per Km shall be paid extra as per Clause No. 27 of Special Conditions of Contract.
- Night halt charges outside district Kishtwar shall be reimbursed as per Clause No. 33 of Special Conditions of Contract.
- Toll tax, Entry Tax, Parking Charges, other taxes beyond J&K, etc. during official visits shall be reimbursed to the Contractor on production of documentary evidence.

NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	No. of vehicle to be hired	Units	No. of days for total contract period	Fixed Charges per day per vehicle excluding GST in (₹)	Total Amount excluding GST in (₹)	TOTAL AMOUNT in Words
1	2	3	4	5	6	7	8
1	Hiring of Mahindra Scorpio Classic S-3 str or upper class vehicle/ higher model, with driver	4	Nos	730		0.00	INR Zero Only
2	Hiring of Mahindra Bolero BS or upper class vehicle/ higher model, with driver	3	Nos	730		0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>	

BoQ1

Ready

13:07 Saturday 12-08-2023