

PATRATU VIDYUT UTPADAN NIGAM LIMITED
(A Subsidiary of PVUNL in Joint Venture with JBVNL)
P.O - PTPS, Distt: Ramgarh,
Jharkhand, PIN – 829119

E-mail: rajeshdungdung@ntpc.co.in/ anuragarwal@ntpc.co.in

Ref. EOI/NIT No.: 01/HR/PDR/PVUN/2021-22

To,

Name (Sh/ Smt):

S/O:

Village:

P.O.:

Dist.:

State:

Pin code:

Mobile No./Email Id:

Subject: Issue of tender papers for the work of " Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu."

Dear Sir,

Sealed tenders are invited on behalf of **PATRATU VIDYUT UTPADAN NIGAM LIMITED** for the above subject work.

The issued Tender Documents consist of following:

- a) EOI No.- **01/HR/PDR/PVUN/2021-22**
- b) Instruction to Bidders- **Not mandatory to submit.**
- c) EMD (Earnest Money Deposit)-Mandatory to submit.
- d) **Special Conditions of Contract- Not mandatory to submit.**
- e) **Labour Laws- Not mandatory to submit.**
- f) **Safety Clauses- Not mandatory to submit.**
- a) Scope of Work & Terms and Conditions -Mandatory to submit.
- b) Bill of Quantity (for Price Bid) -Mandatory to submit.
- c) Proforma for Letter of Undertaking-Mandatory to submit (**In LOU mentioned Bid validity of 180 Days, Acceptance of bidding document like ITB, GCC, SCC, Safety Rules, Labour laws, Scope Terms & Conditions etc).**
- d) Proforma for Nil Deviation-Mandatory to submit.
- e) Form of Acceptance of Fraud Prevention Policy-Mandatory to submit.
- f) Declaration of Banning Policy-Mandatory to submit.
- g) Evaluation Criteria-Mandatory to submit.
- h) **GCC- Not mandatory to submit.**

Note: Only Individuals & Sole Proprietorship Firms of State of JHARKHAND are eligible for submission of bid for the subject work.

Yours faithfully,
For and on behalf of PVUNL

INSTRUCTIONS TO BIDDERS

Name of work: " Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu."

Instructions for Filling and Submission of the Tender:

- i) Tender papers should be returned to us duly stamped and signed on each page by the bidder.
- ii) **Power of Attorney:** The tender and other documents related to the contract submitted by the bidder shall be stamped and signed by the authorized signatory. A copy of the Power of Attorney in favour of the person signing on behalf of the bidder shall be furnished alongwith the tender.
- iii) All rates shall be quoted in the BOQ Format only.
- iv) All entries shall be preferably in English numbers.
- v) **The rates should be quoted both in figures and in words.** No overwriting is allowed. All cuttings and corrections should be countersigned by the bidder. In case of illegibility, the interpretation of PVUNL shall final.
- vi) **The Letter of Undertaking** should be executed on a non-judicial stamp paper of Rs.100.00 (Hundred) purchased in the name of the Tenderer/Bidder **(One party should submit only one Letter of Undertaking, for all the category of quoted vehicles).**
- vii) The tenderer shall submit their bids in one Envelope containing following documents:
 - 1) EFT Detail/DD: Party has to submit EMD in favour of PVUNL as per bank detail above (EMD amount is @ Rs 10,000/- per category (Model year) of vehicle Quoted.
 - 2) MSEs seeking EMD exemption and benefits should enclose a attested/self- certified copy of **UDYAM registration certificate** per category (Model year) of vehicle Quoted, giving details such as stores/services, validity (if applicable) etc. failing which they run the of their bid being passed over as ineligible for the benefits applicable to MSEs.
 - 3) Bid Form Duly Signed and stamped.
 - 4) Party has to submit EFT Form (as per PVUNL EFT Format given in EMD Details) in original along with Original Cancelled Cheque. (Bidder not having PVUNL Vendor Code).
 - 5) PAN copy (Bidder not having PVUNL Vendor Code).
 - 6) Copy of GST registration if the vendor is GST registered vendor.
 - 7) **Copy of Aadhar Card and Residential Certificate (From Circle Officer/BDO/SDM or any other Competent Authority).**
 - 8) Letter of Undertaking should be executed on a non-judicial stamp paper of Rs.100.00 (Hundred) purchased in the name of the Tenderer/Bidder(As per format attached in tender Documents).
 - 9) Nil Deviation (As per the format attached in tender Documents).
 - 10) Declaration of Banning Policy (As per the format attached in tender Documents),.
 - 11) Acceptance of Fraud Prevention Policy(As per the format attached in tender Documents),.
 - 12) Scope of Work & Terms and Conditions (All the pages duly signed and stamped by the authorised signatory).
 - 13) Price Bid containing the Bill of Quantity alongwith price.
 - 14) Copy of Commercial Vehicle registration documents (if vehicle is available) in the name of applicant and contact details **with Mobile Number.**
- viii) **Duly filled Bid Document has to be submitted by hand in PVUNL Tender Box kept in Admin Building, 1st Floor during 9:30 AM to 4:30 PM**
- ix) **Bids without Letter of Undertaking and valid EMD shall not be entertained and in such cases bids shall be rejected** by PVUNL as being non-responsive.
- x) **Eligibility Criteria:**
 - a. Only individuals/ sole Proprietorship firms of State of Jharkhand are allowed to participate.
 - b. Deployed vehicle must be in name of the bidder only.
 - c. The Model of the vehicle as required in Eoi shall be not before 2018.

- xi) **Transfer of Bid documents** : Transfer of bid documents issued to one bidder to another is not permissible.
- xii) Bidder is requested to indicate the PAN of Income Tax and type of company/agency alongwith a copy of documentary evidence with his tender/offer.
- 2.0 MSE benefit: MSEs seeking EMD exemption and benefits should enclose a attested/self- certified copy of UDYAM registration certificate per category (Model year) of vehicle Quoted, giving details such as stores/services, validity (if applicable) etc. failing which they run the of their bid being passed over as ineligible for the benefits applicable to MSEs. (MSE Benefit Clause attached at Annexure-I of ITB).
- 3.0 In consideration of the Owner opening and considering the tender for purpose of award of contract, the tenderer shall keep his tender valid for a period of 180 (One Hundred & Eighty) days from the date of opening of the tender, during which period the tenderer agrees not to vary, alter or revoke his tender either in whole or in part. **If the tenderer, however, fails to keep his tender valid for 180 days or varies its terms & conditions during the said period then the PVUNL shall be entitled to forfeit the EMD/Bid Guarantee amount without any notice or proof of damages etc.**
- 4.0 **Discrepancies and Adjustment of Errors:**
- If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the Schedule of Quantities/Items and General summary, the same shall be adjusted in accordance with the following rules:-
- i) In the event of a discrepancy between description in words and figures quoted by a tenderer, **the description in words shall prevail.**
- ii) In the event of an error occurring in the amount column of Schedule of Quantities/Items as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of rate.
- iii) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- iv) The totals of various sections of Schedule of Quantities/Items amended shall be carried over to the General summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of Quantities or in sections of Schedule of Quantities/Items or in General Summary, by the tenderer, shall be ignored.
- 5.0 **Bid Evaluation:** PVUNL will determine whether the proposals are complete, i.e. whether the bidder has priced all the bid proposal schedule/Bill of Quantity (BOQ). If not, PVUNL will cost them and add this cost to the quoted price and correct any computational errors for the purpose of evaluation. Material/Data deficiencies in the proposal may render the proposal/tender non responsive and may lead to the rejection of the proposal/tender.
- 6.0 **Evaluation Criteria and Comparison of Bids:**
- Bid price shall mean the price in his bid proposal schedule/BOQ for scope of work. **The evaluation criteria over-rides all other similar related clauses appearing anywhere** in the bid documents and such clause are deemed to have been modified to the extent stipulated above.
- Cost compensation for Declared Deviations:** No Deviations will be taken into account for the purpose of evaluation. In case, any deviation is taken by the bidder and the bidder refuses to withdraw the deviations, the bid security of the bidder may be forfeited.
- Cost compensation for Undeclared Deviations:** Bidders may note that deviations variations and additional conditions etc. found elsewhere in the bid, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Statement of Deviations, the bid security of the bidder may be forfeited.

- 7.0 **Price Range:** Quoted rate should be within the range of price band mentioned in the BOQ, otherwise PVUNL reserve the right to reject the bid.
- 8.0 The bidder may contact HR DEPARTMENT, PVUNL-Patratu, Distt. Ramgarh for clarification, if any, on tender documents.
- 9.0 **Tender should be submitted/dropped in the tender box placed in the below mentioned address. However, in case of any difficulty for tender submission, below mentioned officer(s) may be contacted.**

1	Location of Tender box.	First floor, Admin. Building, PVUN-Patratu, P.O - PTPS, Distt: Ramgarh, Jharkhand, PIN – 829119.
2	Address	DGM(R&R), HR Deptt. Admin. Building, PVUN-Patratu, P.O - PTPS, Distt: Ramgarh, Jharkhand, PIN – 829119
3	Name of officer to be contacted (if required)	<ul style="list-style-type: none"> 1. Sh. Rajesh Dung Dung, DGM(R&R), Phone No.:- 947001004 2. Sh Anurag Agarwal, Manager(HR), Phone No: 7458012451

Annexure-I to ITB

BENEFITS TO MSEs IF APPLICABLE:

Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit on submission of **UDYAM REGISTRATION CERTIFICATE**.

Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is a MSE.
- b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.

MSEs seeking exemption and benefits should enclose an attested/self-certified copy of registration certificate as a part of his bid, giving details such as scope of services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Name of Work: “Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu”.

TO
PATRATU VIDYUT UTPADAN NIGAM LIMITED
(A Subsidiary of NTPC in Joint Venture with JBVNL)
P.O - PTPS, Distt: Ramgarh,
Jharkhand, PIN – 829119

Dear Sir,

- 1.0 Having examined the Bidding Documents including subsequent amendments and clarifications, the receipt of which is hereby acknowledged, we the undersigned, submit our bid for the Works under the above- named Contract Package, in full conformity with the said Bidding Documents.
- 2.0 We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.
- 3.0 We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- 4.0 We declare that the work will be executed strictly in accordance with the requirement
- 5.0 Our proposal shall remain valid for acceptance for a period of **180** days from the date of opening of the bid by PVUNL.

We hereby furnish our bid comprising the following as per prescribed formats

- 1) EFT Detail/DD: Party has to submit EMD in favour of PVUNL as per bank detail above (EMD amount is @ **Rs 10,000/-** per category (Model year) of vehicle Quoted.
- 2) MSEs seeking EMD exemption and benefits should enclose a attested/self- certified copy of **UDYAM Registration Certificate** per category (Model year) of vehicle Quoted, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs..
- 3) Bid Form Duly Signed and stamped.
- 4) Party has to submit EFT Form (as per PVUNL **EFT Format** given in EMD Details) in original along with **Original Cancelled Cheque. (Bidder not having NTPC Vendor Code).**
- 5) PAN copy (**Bidder not having NTPC Vendor Code**).
- 6) Copy of GST registration in the vendor is GST registered vendor.
- 7) Copy of Aadhar Card and Residential Certificate (**From Circle Officer/BDO/SDM or any other Competent Authority**).
- 8) **Letter of Undertaking** should be executed on a non-judicial stamp paper of Rs.100.00 (Hundred) purchased in the name of the Tenderer/Bidder(**As per format attached in tender Documents**).
- 9) Nil Deviation (**As per the format attached in tender Documents**).
- 10) Declaration of Banning Policy(**As per the format attached in tender Documents**),.
- 11) Acceptance of Fraud Prevention Policy (**As per the format attached in tender Documents**),.
- 12) Scope of Work & Terms and Conditions (**All the pages duly signed and stamped by the authorised signatory**).
- 13) Bill of Quantity alongwith price.

Our “**Bid**” are being submitted in sealed envelope as per the requirement of the Bidding Documents.

We are aware that the Bill of Quantity (BOQ) does not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical specifications and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and amount/prices. We agree that the entered rates and amount/prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

We declare that as specified in the GCC, prices quoted by us in the Price Bid for the **BILL of QUANTITY (BOQ)** are **FIRM**.

Thanking you,

Date:

Place:

Phone/Mobile No:

Email Address:

Yours faithfully,

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

Business Address:

F. BANK ACCOUNT NO.

G. IFSC NO.

H. PERMANENT ACCOUNT NO. (PAN) OF BENEFICIARY

I. Email Address for institution regarding release of payments:

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

Date

(Signature)

Place

(Printed Name)

(Designation).....

(Common Seal).....

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no. with our branch and the Bank particulars mentioned above are correct.

DATE

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AUTHORISED SIGNATORY OF BANK

Authorization No.

NAME-.....

OFFICIAL STAMP

Note:

- a. Please enclose copy of recent cancelled Cheque.
- b. Please enclose copy of PAN Card. PAN card is to be verified with original by the concerned employee.
- c. In case of proprietary firm please attach last year Income Tax return for PAN verification.
- d. Bank Seal/Verification from Bank.
- e. Copy of GST Registration
- f. Certificate of Incorporation (In case of Company)

Details for issue of Demand Draft (DD) /EFT

Demand Draft in favour of “**PATRATU VIDYUT UTPADAN NIGAM LIMITED**”

- 1) shall be **payable at SBI, PATRATU.**
- 2) EMD Instruments of Bid Security / EMD in form of DD/EFT only to be submitted with the bid:

Beneficiary Bank details are provided herein below:

- i) **Name of Account Holder : PATRATU VIDYUT UTPADANNIGAM LTD**
- ii) Bank Account No : **35397838621**
- iii) Bank Name : STATE BANK OF INDIA
- iv) Branch : PATRATU (Branch Code:02992),
- v) Bank Address : PTPS, Patratu, DIST: RAMGARH, JHARKHAND, PIN-829119.
- vi) IFSC Code : SBIN0002992

Duly filled Bid Document has to be submitted by hand in PVUNL Tender Box kept in Admin Building, 1st Floor during 9:30 AM to 4:30 PM.

SPECIAL CONDITIONS OF CONTRACT

Name of work: "Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu."

1.0 Sufficiency of Tender:

1.1 The contractor shall be deemed to have satisfied himself before tendering as the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities/Bill of Quantity (BOQ), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

1.2 The scope of work shall also include all such materials, items and services which are not specifically mentioned in the tender documents but which are essential for successful completion of the work, unless otherwise specifically excluded in the tender documents.

2.0 The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figures dimensions in preference to scale and Special Conditions in preference to General Conditions.

2.1 In the case of discrepancy between schedule of quantities/items the specifications and/or the drawings, the following order of preference shall be observed:

- a) Description in Schedule of quantities/BOQ.
- b) Scope of work, Technical Specifications and Terms & Conditions.
- c) Drawings if applicable.
- d) Special Conditions of Contract.
- e) General Conditions of Contract for civil works.

2.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document.

2.3 Any error in description, quantity or rate in schedule of Quantities/items or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

3.0 **Submission of EMD:** EFT Detail/DD: Party has to submit EMD in favour of PVUNL as per bank detail mentioned above (EMD amount is @ Rs 10,000/- per category (Model year) of vehicle Quoted to be submitted in favour of "PATRATU VIDYUT UTPADANNIGAM LTD" payable at SBI Patratu. MSE benefit is applicable subject to submission of UDYAM registration certificate.

4.0 The Earnest Money can be forfeited by PVUN on the following grounds:-

- a) On revocation of tender, or increase in the rate after opening of the tender but before the validity of the quotation expires.
- b) On refusal of execution of contract within 10 days after issuance of confirmed PO.
- c) On providing false or incorrect information in respect of qualifying requirements etc.
- d) If the bidder / his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.

5.0 Security Deposit:

5.1 Security deposit shall be deducted @02% of Hire Charges. The earnest money furnished by the contractor will be treated as part of the security deposit and shall be adjusted with SD in the R/A Bill of Successful bidder.

5.2 The contract value for purposes of this clause shall be taken as the value of contract awarded.

5.3 All compensation or other sums of money payable by the contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by corporation on any account whatsoever and in the event of his security deposit

being reduced by reasons of such deduction or sale as aforesaid, the contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-Charge make good the deficit.

- 5.4 No interest shall be payable to the contractor against the security deposit furnished/recovered from the contractor, by the corporation.
- 6.0 **Defect Liability Period: Nil**
- 7.0 No sub-letting of the work is allowed.
- 8.0 Bidders are advised to go through the tender provisions carefully and quote their rates, taking into account the entire provisions and factors incidental their upon. No claim shall be entertain at later date on any assumption(s) made by the bidder which are contrary to the provisions of these documents and/or which are not specifically brought out by the bidder at the time of submission of the tender.
- 9.0 The rate inserted in the bill(s) of quantities/bid proposal sheet(s) shall also be deemed to be for the full conclusive value of the work described under several items including all costs and expenses which may be required for full protection of the work described, together with all general risks involved, liabilities and obligations set forth or implied in the documents on which the tender is based.
- 10.0 General directions and description of work and materials given elsewhere in the tender documents are not necessarily repeated in the bill(s) of quantities/bid proposal sheet(s). Reference is to be made to other documents for full information/details.
- 11.0 **The unit prices or rates shall be firm and no variation in rates shall be allowed on any account, whatsoever.**
- 12.0 **GST will be paid extra as applicable.**
- 13.0 **The rates/percentage quoted/awarded must be inclusive of all taxes (Except GST), duties and all other levies, employer's share of PF & Insurance charges, contractor's profit, cost of providing T&P and any other expenditure etc. and PVUN shall entertain no claim, whatsoever on these account.**
- 14.0 Unless exempted by Income Tax Officer, Income tax shall be deducted from all running account bills as per the income tax act - 1961 and its applicable amendments.
- 15.0 The contractor shall make his own arrangement for providing all facilities like boarding and transport etc., to his workers.
- 16.0 It shall be contractor's responsibility to maintain and keep his staff in the specified area only. Strict action would be taken against the contractor and his staff, if found in other place and indulging in unlawful activities.
- 17.0 The contractor shall ensure proper safety of all the workmen, material, plant & equipments belonging to him or to PVUN or to others working at site. The contractor shall also be responsible for provision of all safety rules and safety equipment required both by the relevant legislation's and the Engineer-in-Charge as may be deemed necessary.
- 18.0 The safety of contractor's worker/staff is the responsibility of the contractor. In case of serious injury, PVUNL may provide medical help to the contractor's worker/staff and recover the expenditure on the same from the contractor's bill.
- 19.0 The contractor shall not employ for the work any person, who has not completed 18 years of age.
- 20.0 All the personnel to be deployed by the contractor should be physically fit and a medical certificate from a registered medical practitioner has to be obtained by the contractor showing that the person is not suffering from any occupational disease as notified in the factories act/rule.
- 21.0 It will be the responsibility of the contractor to pay to his workers/staff as per the applicable minimum Wages Act.
- 22.0 Contractor shall be liable to make payments to all his employees and shall comply with all labour laws. If PVUNL is held liable as "Principal Employer" to pay contributions etc. under ESI Act or any other legislation of Govt. or Court decision, in respect of employees of the contractor then the later would reimburse PVUNL, the amount of such contributions, so paid by PVUNL. Contractor shall provide documentary evidence to the Engineer-in-Charge from time to time that he has taken all the insurance policies for his workers/staff etc. and has paid the necessary premiums for keeping policy alive till expiry of the contract.
- 23.0 All the rules and regulations prevailing and applicable from time to time as directed by PVUNL will be strictly adhered to by the contractor.

- 24.0 PVUNL may exercise quality audit and quality surveillance of the systems and procedures of contractor's quality control activities, at regular intervals and after completion of the work without absolving the contractor's responsibility with regard to the quality of the work as detailed out in tender documents.
- 25.0 During the execution/progress of the work the contractor shall depute a competent authorized representative and his assistant at work site. The representative shall represent the contractor in his absence and all directions given to him shall be binding as if given to the contractor. In no case, the authorized representative can refuse to receive and abide the instructions of Engineer-in-Charge.
- 26.0 Contractor shall be responsible for getting the gate passes issued duly signed by appropriate authority for the persons working under him.
- 27.0 PVUNL will not pay any compensation for any loss to the contractor on account of act of God and Floods.
- 28.0 The date of start shall be intimated by Engineer-in-Charge, which shall be within 15 days of award if not specified otherwise any where else.
- 29.0 **The contractor shall submit monthly bill in prescribed form as per actual measurements at the end of a month. One copy of corrected bill shall be returned to the contractor. The payment will be made through Bank (EFT) in favour of the contractor for the net amount payable.**
- 30.0 The contractor shall have to acknowledge the Letter of Intent/Letter of Award unconditionally and immediately but not later than a period of ten days from the date of issue of the Letter of Intent/Award.
- 31.0 For the contract value of Rs.2.0 lac and above the contractor has to submit non-judicial stamp paper of Rs.1000.00 (One Thousand) or as applicable purchased from anywhere in Jharkhand state to enter into a formal agreement within a period of 20 days from the date of issue of letter of intent/award. The date of execution of the formal agreement in no case shall alter the date of start or completion period of the work.
- 32.0 **Power of Attorney:** All the documents related to the contract shall be signed by the authorized signatory of the contractor. A copy of Power of Attorney of the person signing on behalf of the contractor shall be furnished to the Engineer-in-Charge.
- 33.0 All the differences or disputes arising out of the contract or touching the subject matter of the contract shall be decided by process of settlement and arbitration as specified in Clause 56 of General Conditions of Contract for Civil Works and the provisions of Arbitration and Conciliation Ordinance 1996 shall apply. The arbitrator shall give reasoned award.
- 34.0 The contract is subject to the jurisdiction of courts of **Ramgarh/Ranchi** only.
- 35.0 **Fraud Prevention Policy:** The Contractor alongwith their associate/collaborator/sub-contractor/sub-vendors/Consultants/service providers shall strictly adhere to the Fraud Prevention Policy of the Employer displayed on its tender website <http://ntpctender.co.in> and shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid. If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid security of the bidder shall be forfeited. Please also refer attributes tab for acceptance.
- 36.0 The work shall be carried out with good engineering practices by deploying qualified manpower as per the instructions of ENGINEER-IN-CHARGE and in line with the technical specifications & BOQ. Regarding acceptance of quality of work executed, the decision of ENGINEER-IN-CHARGE shall be final and binding.
- 37.0 The work shall be started immediately on receipt of written order and shall be carried out speedily with proper workmanship and quality. The work shall also be executed on Sundays/Holidays as per the requirement.
- 38.0 The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and to quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The CONTRACTOR shall not employ in connection with the works any person who has not completed his **eighteen years of age**.
- 39.0 As per the requirement of Company's Environmental Management System, the following should be strictly complied with:
- a) Before start of work, you have to contact ENGINEER-IN-CHARGE for knowing environmental policy and concerned training needs for your personnel.
 - b) You will ensure not to create any harm to the environment during the execution of the contract.

- c) Waste generated during the work should be properly segregated and disposed off in the identified areas only.
- d) Any spillage of oil/grease will be cleaned then and there and waste should be disposed off to the specified area only.

40.0 We solicit your help to keep the ENVIRONMENT CLEAN.

LABOUR LAWS

Name of work: " Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu".

- 1.0 The contractor shall ensure that payments to the workers are made before 7th day of every month with prior information to PVUN.
- 2.0 The contractor shall at his own expenses, carry out and maintain insurance as per State Insurance Act 1948 (Up to date when application for its employees and shall indemnify and hold PVUNL harmless from liabilities, whatsoever, on this account.
- 3.0 The contractor shall comply with all the labour laws applicable for this contract and pay wages, compensation and contributions in respect of its employees and its sub-contractor's employees, if any, under the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1947, Maternity Benefit Act, 1961, Mines Act, 1952 and Contract Labour Regulation and Abolition Act, 1970 or any modifications thereof of any labour law thereto and rules made their under from time to time.
- 4.0 Contractor shall provide the engineer in charge from time to time that he has taken all the insurance policies referred to and has paid the necessary premiums for keeping policy alive till the expiry of contract. In case he fails to take insurance policy as described action by Engineer in charge shall be taken.
- 5.0 **Worker's Compensation Act:** In case of accident arising out of and in the course of employment, contractor shall be responsible to pay compensation as per provision of the Workmen's Compensation Act within the prescribed time. In any case in which by virtue of provision of Section-XII, subsection-I of the Workmen's Compensation Act-1923 or any other law at that time being in force, PVUN is obliged to pay compensation to a workman employed by the contractor in execution of the work. PVUN will recover from contractor any amount of compensation as paid and without prejudice to the right of PVUN under Section-XII of subsection-II of the said act or any other law for the time being enforce, NCPS shall recover such amount deducting it from the security deposit or from any sum due by NCPS to the contractor whether this contract or otherwise PVUN shall not be bound to contract any claim against it under section-XII, subsection-I of the said act or any other law for the time being enforce except on the written request of the contractor and upon his giving PVUN full security or all costs for which PVUN might become liable to consequence of contesting such claims.
- 6.0 The contractor shall comply with all labour laws of Central Govt. or State Govt. as the case may be and pay minimum wages as per minimum wages act to the workers as mentioned in the General Conditions of Contract for Civil Works.
- 7.0 Taxes, labour laws, contract labour (Regulation & Abolition) Act 1970 and contractors labour health regulation alongwith project medical scheme are applicable. The contractor shall agree to and shall accept full & exclusive liability or the payment of any and all contributions and taxes or unemployment compensation, insurance and old age to pensioner annuities or hereafter imposed by any central or state govt. or local authority which are imposed to or covered the wages, salaries or other compensation paid to person employed by the contractor and his subcontractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the labour laws or any other laws effecting employer employees relations.
- 8.0 It shall be the responsibility of the contractor to give medical treatment to the injured workmen who may meet with an accident arising out of or during the course of employment. In case, the contractor fails to give medical treatment, PVUNL shall do so and shall recover the expenditure on account of medical treatment and any other payment made to the workmen under any State/Board Regulation from the contractor, if any.
- 9.0 In case of the contractor has deployed 20 or more worker on any day of the preceding twelve month or is likely to deploy 20 or more workmen, he shall have to apply for the license under contract labour (Regulation & Abolition) Act 1970 before allowed to start the work.
- 10.0 The contractor shall allow weekly rest to his workers as per provisions of the factory act. However, no work shall be left incomplete/unattended on any holiday/weekly rest day.

11.0 Employees Provident Fund:

11.1 The contractor shall abide by all the statutory rules, regarding provident funds as per GPF 1952 (up-to-date) and submit monthly statement to the Engineer-In-Charge with a certificate that statement furnished is true and correct and no eligible employee has been excluded from the list.

11.2 The contractor shall also be liable to discharge all other statutory obligations that may be applicable in the case including provident fund to his employees.

12.0 **Minimum wages as notified by Central Government/state government whichever is higher shall be applicable.**

Ref. NIT No.: 01/HR/PDR/PVUN/2021-22

Dated: / /2022

SAFETY CLAUSES

Name of work: " Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu".

I. GENERAL

1. The contractors shall comply the provisions of Factories Act 1948, any other statutory provisions applicable to them to ensure occupational health and safety, PVUNL Electrical & Mechanical Safety Rules and any other rules made by PVUNL relating to Operation & Maintenance of Plants. The contractor shall make arrangements at all his work places for ensuring safety and absence of risks to health of the workers.
2. The employees employed by the CONTRACTOR should be skilled/competent in accordance with the job requirement to the satisfaction of Engineer-in-Charge. Engineer-in-Charge shall have a right to remove any employee of the contractor, whom he feels to be incompetent. The contractor shall employ sufficient number of supervisors to ensure supervision at all places of his work at all the times.
3. No person should be allowed to carry, lift or move any load so heavy which may likely to cause him injury as prescribed under concerned state factories rules.

II. CONFINED SPACE:

1. No person should be allowed to enter any chamber, tank, wet, pit, pipe, flue or other confined space at his work area in which any gas, fume, vapour or dust is likely to be present to such an extent as to involve risk to persons unless it is provided with a manhole of the required size or other effective means of egress. The contractor shall take practicable measures to remove any gas, fume, vapour or dust to bring it its limit within the permissible limits and to prevent any risk to the workers.
2. No portable electric light or any other electrical appliances of voltage exceeding 24Volts shall be permitted for use inside any chamber/tank wet, pit, pipe, flue or other confined space unless adequate safety devices are provided where the inflammable gases, fumes or dust is likely to be present.

III. HANDLING OF HAZARDOUS CHEMICALS & HAZARDOUS WASTE:

1. The contractor shall provide suitable personal protective equipments to the workers who are handling the hazardous and corrosive substances including alkalis and acids.
2. As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard/boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.

IV. RIGHT TO STOP WORK:

1. The Engineer-in-Charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly.
2. The contractor shall not be entitled for any damages/compensation for stoppage of work, due to safety reasons and the period of such stoppage of work shall not be taken as an extension of time for Completion of the Facilities and will not be the ground for waiver of levy of liquidated damages.

V. OVERHEAD PROTECTION:

1. The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of any person.
2. Wherever there is a possibility of falling of any material equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.

VI. EYE PROTECTION:

The contractor shall provide suitable personal protective equipment to his workmen depending upon the nature of hazards and ensure their usage by the workers engaged in operations like welding, cutting, chipping, grinding or similar operations which may cause injuries to his eyes.

VII. ELECTRICAL HAZARDS:

1. The contractor should ensure that all electrical installations/equipments used in O&M work area comply with the requirements of latest electricity acts/rules.
2. The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the construction work. The CONTRACTOR shall provide the sufficient ELCBs/RCCBs for all the portable equipments, electrical switchboards, distributions panels etc. to prevent electrical shocks to the workers.
3. The contractor should ensure use of single/double insulated/plastic body hand tools or low voltage i.e.110 Volts hand tools.
4. Wherever PVUNL electrical & Mechanical Safety Rules prescribe, the CONTRACTOR shall not undertake any work till the permit is obtained for the specific work in accordance with PVUNL rules.

VIII. LIFTING TOOLS & TACKLES:

The contractor shall use the lifting appliances, tools & tackles including cranes etc. lifting gear including fixed or movable and any plant or gear, hoists, pressure plant and equipment etc. are in good condition and examined by competent person and certified as per statutory requirements.

IX. MEDICAL EXAMINATION:

1. The contractor shall get the medical examination conducted of all his employees including his sub-contractor employees working in hazardous areas once before the employment and thereafter once in every year by a qualified medical practitioner as per the Factories Act, 1948 and concerned State Factories Rules. The necessary registers and records relating to the medical examination of all the employees should be maintained and shown to PVUNL Engineer in-Charge/Safety-In-Charge on demand.
2. If the contractor fails to get the medical examination conducted as mentioned above, PVUN will have the right to get the same conducted by PVUN Medical Officer with intimation to the CONTRACTOR and deduct the cost and overhead charges.

X. SAFETY ORGANISATION:

The major O&M contractors who are deploying number of agencies under his control should appoint at least one qualified safety officer. The other terms with respect to appointment of number of safety officers, qualifications, experience, duties and responsibilities etc. shall be in accordance to the concerned State Factories rules. The other contractors site In-charge who is directly supervising the job should undergo minimum two days safety training at any reputed institute or at PVUN training center before start of work and obtain the certificate. A copy of the certificate has to submit to Engineer-in-Charge of PVUN.

XI. REPORTING OF ACCIDENTS:

1. In case of any injury, the contractor shall send the injured person to PVUN Plant Hospital/Dispensary/First Aid Centre, where the injured shall be given the first aid treatment and the quantum of permanent disablement/temporary disablement shall be assessed to ensure payment for compensation to be paid, by the contractor to the victim.
2. In case the subsequent treatment is given in other than PVUN/PVUNL Hospitals, the contractor shall submit full information about the treatment of injured persons including his address etc. till the injured persons is certified fit by any Govt./PVUN/PVUNL Doctor. He shall submit such record to PVUN Safety Deptt. within 15 days of certified fit by Doctor as above.
3. The contractor shall report immediately about the serious injury/ fatality in his work area to the local police station, District Magistrate, Safety Officer-in-Charge and Engineer-in-Charge. Within 2 hours of occurrence he shall submit full details of accident in writing to Safety Officer-in-Charge and Engineer-in-Charge on the prescribed format. In case of near miss accidents/minor injury, he shall report the same to Safety Officer In charge and Engineer-In-Charge immediately after referring the injured to PVUN Plant Hospital/Dispensary/First Aid Centre.
4. Whenever asked by PVUN, the contractor shall send his employees to depose in any enquiry arising out of any injury/fatality/loss etc. without any reservation.

XII. PERSONNEL PROTECTIVE EQUIPMENTS:

1. The contractor shall provide safety helmets to all his employees including contractor labour of his sub contractor to prevent a danger of falling object. Whenever any worker is engaged on a work at a place from which he is liable to fall more two meters shall be provided with Safety belt equipped with lifelines, which are secured to a fixed structure. A competent person to ensure that no belt or lifeline that is not in good condition is used shall examine all safety belts and lifelines at frequent interval.
2. Where the workers are exposed more than to the noise levels specified in the concerned State Factories Rules be provided with suitable ear plugs/ear muffs so as to reduce the exposure below high noise level.
3. Personal Protective Equipments as prescribed in the Factories Act and /or State Factories Rules, the CONTRACTOR shall provide to the workers. In case the Factories Act/State Factories Rules do not specify the personal protective equipments for the concerned work, the personal protective equipments prescribed by PVUNL Engineer-in-Charge shall be provided by the CONTRACTOR. The quality of the personal protective equipments shall be as prescribed in concerning Indian Standards. In case, the Indian standards do not exist for particular personal protective equipment, the approval of quality shall be obtained from Engineer-in-Charge/Head of Safety. It will be the responsibility of CONTRACTOR to ensure that all his employees use these equipments without fail.
4. In case PVUN officials find that the employees of contractors working in PVUN without use of appropriate safety equipments(personal protective equipments) PVUN shall have a right to issue the equipment to the workers with intimation to the contractor and deduct the cost and overhead charges as mentioned in the terms of the contract.
5. PVUN may provide special personnel protective equipments, like fall arrestors, safety nets etc. on chargeable/non chargeable basis, subject to availability to the petty contractors on his request to Engineer-in-Charge in advance indicating total no. of items quantity and type of equipments required provided this condition is specifically included in the contract conditions.

XIII. TRAINING:

1. The contractor shall arrange to provide safety training to all his employees. Whenever asked by PVUN also, the contractor shall send his employees for safety training and for such day the contractor shall pay the employee average daily salary.
2. The contractor shall provide training on use of fire extinguishers and first aid to all his employees and records thereof shall be submitted to Engineer-in-Charge and head of Safety of PVUN. The training may be provided independently or may be nominated to the programmes being organized by PVUN from time to time.

XIV. PENALTIES:

1. If the contractor fails in providing safer working environment as prescribed in General Conditions of Contract relating to safety and health or continue the work even after being instructed to stop the work by Engineer-in-Charge, the contractor shall be penalize @ Rs.5000/-per day or part thereof till the instructions are complied with and so certified by the Engineer-in-Charge. However, in case of accident causing major injury or fatal, the provisions contained below shall also apply in addition to the penalties mentioned in this clause.
2. If the contractor does not take all safety precautions and/or fails to comply with the Safety rules as prescribed by the Employer or under the applicable law for the safety of the plant and equipment and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Employer's employees or any other person who are at the site or adjacent thereto, the contractor shall be responsible for payment of penalty to PVUN as per the following schedule:-

a)	For fatal accident/injury causing death	Penalty @ 10% of the contract value or Rs.5.0 lacs whichever is less for each fatal accident/injury causing death
b)	Major injury or accident causing 25% or more permanent disablement to workmen	Penalty @ 2.5% of contract value or Rs.1.00 lac whichever is less for each disablement injury.

3. Permanent disablement shall have the same meaning is indicated in Workmen's Compensation Act 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time.
4. IF any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts etc. or without anchoring the safety belts, while working at height the Engineer-in-Charge/Safety Officer of PVUN shall have the right to penalize the contractor for Rs.200/-per person per day and such worker shall be sent out of the workplace immediately and shall not be allowed to work on that day. Engineer-in-Charge/Safety officer of PVUN will also issue a notice in this regard to the contractor.

Scope of Work and Terms & Conditions

Name of work: Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu.

1. VEHCILE REQUIRED AND CONTRACT PERIOD:

- i) Bolero/Scorpio/ XUV 500/ XUV 700
- ii) The deployment of vehicle model year wise for 2018 and onwards shall be as follows:

Model Year	Maximum end date of hiring of vehicle
2018	31.12. 2023
2019	31.12.2024
2020	31.12.2025
2021	31.12.2026 (3 Yrs+ extendable for 1 Yr- on satisfactory performance on same rates, terms and conditions)
2022	31.12.2027 (3 Yrs+ extendable for 1+1 Yr- on satisfactory performance on same rates, terms and conditions)

2. Condition of the vehicle & Model: - It should be in perfectly good running conditions. Make of reputed manufacturer, in the categories as detailed below:

Sl. No.	Type of Vehicle (Diesel)
1	Bolero/Scorpio/ XUV 500/ XUV 700 for 12 hrs duty, Model not before 2018
2	Bolero/Scorpio/ XUV 500/ XUV 700 for 24 hrs duty, Model not before 2018

3. DRIVER: The drivers shall be provided by contractor without any extra charges. PVUNL shall not contribute towards any expenditure concerning driver(s). Only experienced **skilled** driver(s) with valid driving license shall be provided. Bio-data of driver(s) and character certificate issued by respective Thana shall be submitted to Engineer-in-charge before engagement. Deployed driver (s) must be humble, polite, obedient . If EIC is not satisfied with the Driver then he must be replaced within a time period as specified by EIC with new driver having valid driving license and character certificate issued by respective Thana failing which PVUNL reserves the right to take action as deemed fit in addition to the penalty of not reimbursing the fixed charges for the said days.

4. MAINTAINANCE: The maintenance of the vehicle including change of lub oil gear oil, break oil etc shall be the responsibility of contractor and PVUNL will not reimburse any charges towards the same. The vehicle should be maintained with neat and clean towels. The vehicle will be kept in fullymaintained condition including well painted with good tyre condition throughout. No expenses shall be borne by PVUNL in any circumstances like normal maintenance breakdown, accident, etc. All minor repairs will be carried out at site by the party. The vehicle shall not be allowed to ply with defects like self starting problem, non working of speedometer, head light horn, missing stepny etc. which should be immediately attended to otherwise, deduction as per clause no -13 will be made, till the defect is restored. Contractor shall get the speedometer periodically checked by Officer-In- Charge. In case the speedometer is found defective, the bill will be adjusted accordingly for such defect, for the period between immediate last and previous checking in which defect was noticed.

The vehicle shall be spared for 1 day only in a month for carrying out servicing/repairs with the approval of controlling officer/Officer-in-charge without any deduction of monthly fixed charges

5. The vehicle shall be comprehensively insured by contractor throughout the contract period at their own cost.

6. **TIMINGS:** The vehicle should be available to PVUNL all days including holidays, Sundays and should be available for 12hrs/24 hours on each day. The payment will be made as per the actual days availability of vehicles with one paid off day in a month one day off will be given on Sundays/Holidays for the maintenance of vehicle. However, in case of breakdown the vehicle will be released for maintenance on any other one day with the permission of controlling officer.
- a) **For 12 Hours Duty:-** Normal working hours of PVUNL is from 9.00 A.M. to 6.00 PM with lunch break between 1.00 to 1.30 PM on all working days. This may be revised by PVUNL management if necessary without any consultation with contractor. Hence **Timing for 12 Hrs duty vehicles shall be 8.30 Hrs to 20.30 Hrs.** However, deployment of vehicle beyond the period of 12 hours would be as and when required, the contractor has to compulsorily make available the vehicle along with the driver, falling which suitable action may be taken at the discretion of officer- In-Charge.
- b) **For 24 Hours Duty:** - The vehicle shall be available to PVUNL on all days including holidays/Sundays for twenty four hour duties in two shifts. Such vehicle has to run round the clock. The agency has to provide **two** separate drivers i.e. One Driver for One Shift of 12 hrs each. If two drivers are not deployed penalty @Rs 300/day shall be recovered from the bills of the party

Charges to be paid for overstay beyond 12 Hrs duty will be given only for the vehicle deployed for 12 Hrs duty. Time for lunch/tea, dinner shall be given to drivers as per the convenience of the controlling officers. PVUNL shall not pay any charges for lunch, Tea, Dinner etc. i.e. the drivers should make own arrangement for the same. In case the vehicle is not required on Sunday / Holidays, the vehicle shall be released on the previous day at the discretion of PVUNL. In case of any contingency the vehicle shall be called at any time. In other words, the vehicle and driver shall be at the effective disposal of PVUNL fully during the period of contract. The vehicle shall be spared for 1 day only in a month for carrying out servicing/repairs with the approval of controlling officer/Officer-in-charge without any deduction of monthly fixed charges. If the vehicle has gone under break down due to any reason during working days, the contractor may take away vehicle to workshop for immediate repair with the permission of concerned officers. In other words the vehicle shall be spared for one day only in a month and rest of the days the vehicle should be available with the concerned officer. No other time shall be allowed to the contractor except in case of accident or force majeure cases. In case accident/force majeure condition, the fixed charges for the period during which vehicles not provided, shall not be payable. In case of accident, the contractor has to submit the FIR copy with photograph as evidence of accident. However in case of accident, the party must provide another vehicle as per the contract rate, terms and conditions within one week otherwise the vehicle may be hired from other party at the risk and cost of the party for the non deployment period.

7. **PARKING ARRANGEMENT:** Open parking space without any shed etc. will be provided by PVUNL and the vehicle to be parked at location provided by EIC during day as well as night.
8. **Commercial Terms and conditions:** Hire charges breakup will be as below:
- a) **Fixed charges** per month independent of the mileage used. Fixed charges shall not be changed during the contract period.
 - b) **Variable charges for Diesel** payable to contractor on actual fuel consumption as per running mileage given at 8(d) below on the basis of running km.
 - c) Diesel for the vehicle shall be arranged by agency & cost of the fuel shall be reimbursed based on the rates applicable at Patratu/Latehar/Ranchi/Ramgarh.
 - d) The mileage shall be as under:
 - a. **12 KM/Ltr (diesel) for Bolero/Scorpio/ XUV 500/ XUV 700)**
 - b. **9 KM/Ltr (diesel) for Bolero/Scorpio/ XUV 500/ XUV 700) for vehicle to be deployed for CISF QRT only.**
 - e) The **kilometer (KM)** shall be calculated from the time the vehicle reports to PVUNL/site as required by PVUNL to the time the vehicle is released by PVUNL. The mileage from Owners home to PVUNL office / location for parking specified by PVUNL, and back is not payable. No separate fuel or any other charges are payable. However, if the vehicle parked at PVUNL site, the variable charges from place of release to PVUNL site and back shall be payable.
 - f) **Tank capacity** shall be considered as per manufacturer specs of vehicle deployed and at no point of time; the issue of fuel should exceed the tank capacity.
 - g) **Reimbursement of Tax:** The compliance and payment of Road Tax, Vehicle insurance charges, fitness charges and other statutory requirements will be contractor's responsibility and **no reimbursement towards the above shall be done by**

PVUNL. However, Toll taxes at various borders (charges paid thru' Fast Tag only), parking charges, state entry taxes shall be reimbursed by PVUNL with monthly bill on production of documentary evidence.

h) **GST**, if any, shall be paid extra as applicable subject to submission of documentary proof.

i) **Security deposit: Shall be deducted @02% of Hire Charges.**

9. **Overnight stay** shall be paid extra @ **Rs. 200/- per night** to the driver, if place of stay is other than Patratu, Ranchi, Ramgarh and Latehar for vehicles on 12 hr duty. Overnight stay means if stay is after 1200 Hrs midnight.

10. **Communication:** The Drivers should have mobile phone for easy communication.

11. **Safety** – Driver should have adequate Safety equipment viz. Safety Shoes etc.

12. **Over Time Charges:** i) For 12 Hours duty vehicle: - Over time i.e. stay beyond 12 hours shall be paid extra @ **Rs. 100/- Per Hour for overtime deployment of vehicle.**

ii) For 24 hour duty vehicle: - No Over time charges shall be payable.

13. **PAYMENT:** Party has to submit the bill of preceding month with all the documents and receipts with joint measurement to EIC in the 1st week of the current month. The payment shall be usually made by PVUNL through EFT within 15 days of submission of monthly bill after certification by EIC.

14. COMPENSATION TOWARDS NON-SUPPLY OF VEHICLES / CONDITION OF VEHICLE:

a) In case the contractor fails to supply the vehicle on any day, (except the one off day allowed for the maintenance of the vehicle) **pro-rata deduction shall be made from his monthly bill @ 100% of the fixed charges per day.** Besides the above deduction, **the fixed charges for the above non deployment days shall also not be payable** on pro rata basis.

b) All the features provided by manufacturer in the vehicle deployed should be in working condition which is to be operated as per direction of EIC. A vehicle with defects such as defective Headlights, Horn speedometer etc. will not be accepted for deployment.

c) In case contractor is not able to rectify the defects within 7 days' time or if defects appear repeatedly, he may be asked to replace the same with another vehicle of same make & mode in good running condition. If contractor fails to replace within 7 days of such notice, vehicle will be treated as withdrawn.

d) In case the vehicle is withdrawn by the contractor during contract period and if the substitute vehicle as per the contract terms and conditions is not provided within 7 days, Security Deposit of the contractor shall be forfeited as well as the contractor, shall be penalized for absence in the intervening period.

e) In case of break down/ maintenance/ non availability of deployed vehicle, Contractor shall provide alternate / equivalent vehicle at his/her cost, and to be inspected by EIC before deployment, In no case the alternate vehicle should be inferior to that of deployed vehicle. If provided inferior vehicle, in such an event penal recovery shall be made as per Clause 14(a) although alternate vehicle has been provided by the Contractor. In case alternative vehicle is not provided then penal recovery as applicable for non-deployment of vehicle as per clause 14 (a) shall be applicable.

f) In case the vehicle fails on the way when PVUNL officials are traveling, It will be the responsibility of contractor to arrange similar alternate vehicle at his own cost. If the contractor fails to arrange alternative vehicle, the vehicle shall be treated as absent from the date of such breakdown and for subsequent non availability for such absence, recovery shall be made as per Clause No. 13 of this section.

15. LATE REPORTING/ABSENCE FROM DUTY AND ITS COMPENSATION:

A) For vehicle deployed for 12 Hours Duty:

a) If the vehicle reports late on any working day by 0-3 hours from the reporting time as directed the officer-in-charge, the deployment hours [12 hours /24 hours] shall be counted from the actual reporting time and also a **deduction @ Rs. 100.00 per hour** for Bolero/Scorpio/ XUV 500/ XUV 700,

b) If the vehicle reports late by 3-6 hours, it will be considered as absent for half day, payment for such absence will not be made. In addition, a deduction of Rs.100.00 per hour for XUV and Rs.150.00 per hour for LCV as above shall also be done for such actual delay.

c) If the vehicle reports late by more than 6 hours, it will be considered as absent for full day and payment for such absence

will not be made. In addition, a deduction @ 100% of hire charges calculated for one (01) day shall also be done.

- B) For vehicle deployed for 24 Hours Duty:
- a) If the vehicle reports late on any working day by 0-6 hours from the reporting time as directed the officer-in-charge, the deployment hours shall be counted from the actual reporting time.
In addition, a deduction of @Rs. 100/- per hour for Bolero/Scorpio/ XUV 500/ XUV 700
 - b) If the vehicle reports late by 6-12 hours, it will be considered as absent for half day, payment for such absence will not be made. In addition, a deduction of Rs. 100.00/Rs. 150.00 per hour as above shall also be done for such actual delay.
 - c) If the vehicle reports late by more than 12 hours, it will be considered as absent for full day payment for such absence will not be made. In addition a deduction of 100% of hire charges calculated for one (01) day shall also be done.

16. **TERMINATION OF CONTRACT:**

- i) Failure to maintain the registration, insurance and any statutory compliance during the period of contract shall lead to immediate termination of contract without offering any notice or assigning any reason there off. The vehicle shall be Off Duty immediately on this account. The Gate Pass of the vehicle shall be immediately cancelled. PVUNL reserves the right to take suitable action for any non compliance including forfeiter of Security Deposit, levy of penalty etc . as deemed fit.
- ii) The contract for individual vehicle may be terminated by PVUNL at any time due to unsatisfactory performance of the contract or if, no requirement exists by giving 15 days notice. No compensation, whatsoever shall be admissible in such cases. Similarly, contractor may withdraw vehicle by giving one-month notice after acceptance of the same by EIC.
- iii) The contract will be terminated on a one days' notice if there is any misbehavior. PVUNL reserves the right to take suitable action as deemed fit.

17. **AREA OF OPERATION:** As per EIC.

18. **PERIOD OF CONTRACT:** The Period of contract shall be **as per Clause 1**

- i) If party deploys 2018 model, then after the completion of contract period as mentioned in Sl. No. 1 the further extension will only be given, if the party agrees to provide another vehicle of model 2022 and onwards or thereafter as per the contract at the rates specified in applicable category and year.

19. **Registration, Insurance and Road Tax:** During the deployment of the vehicle, the contractor shall ensure valid registration (Commercial type), insurance policy, road/commercial tax and pollution certificates and other documents as required as per vehicle act. The contract shall give, valid registration book, a copy of insurance policy and road / commercial tax receipt, pollution certificate of the vehicle to the driver which shall be required to be with him at all the time, when the vehicle is in operation **(A copy of the above said documents shall also be submitted to EIC for checking & acceptance before engagement of vehicle)**. The Penalty, if any, imposed by statutory authority for any default of the contractor/driver, shall be the contractor's responsibility.
20. Contractor should have full knowledge of Indian commercial and operation rules and contractor shall remain responsible for any lapse of not following such rules during the tenure of contract.
21. It will be the responsibility of the contractor to make good any loss or damage caused to the PVUNL/Other's assets or property due to negligence and lack of proper care on the part of contractor and driver. Any loss or damage incurred will be recovered from the contractor at twice the opportunity cost as determined by PVUNL with PVUNL overhead.
22. During the tenure of the contract and its further extension(s), the contractor shall not assign/ sublet the work or and part thereof to any person to become in any way interested therein in any manner whatsoever without the prior permission in writing of the PVUNL Management. Any contravention of this condition shall entitle PVUNL to cancel the contract and shall render the contractor liability for payment to PVUNL in respect of any loss or damage arising out of or ensuring from such subletting of work.
23. The contractor shall make his own arrangement for stay of his drivers/staff. The contractor will be responsible for all kind of injuries or accidents caused to his driver/staff and PVUNL will not be liable in this matter.
24. **NUISANCE:** The contractor and his staff during the tenure of contract shall not cause any nuisance at site or do anything which shall cause unnecessary disturbance/ inconvenience in general. The drivers shall not be allowed to drive after

drinking/consuming alcoholic or similar drinks, etc. or in state of inebriation. They shall not be allowed to consume such items during driving.

25. **REPLACEMENT OF DRIVERS STAFF:** The contractor shall deploy experienced and well behaving driver. Officer in charge shall be at liberty to object to , and require the contractor to remove the driver from the job deployed by the contractor, who in the opinion of the officer in charge, misconducts himself or is incompetent or negligent in the proposed performance of his duties and such person shall not be again deployed upon the job without permission of the officer in charge. The contractor shall immediately arrange for suitable replacement.
26. Contractor shall be required to make his own arrangement for the proper and safe storage of the vehicles. Any loss/damage occurred due to improper working or protection shall be to the account of contractor.
27. The contractor shall be required to maintain records of journey by maintaining a log book which shall be provided by PVUNL free of cost. All the records therein shall be properly maintained and got signed from the concerned officers. There should be no cutting /overwriting / fluid in the log book. The log book is a vital document and it should be maintained and kept in safe custody. At the endof the every month the log book shall be returned to the officer-in-charge and shall remain the property of PVUNL. In case, the log book is lost, the payment for the journey shall not be made and extra log book shall be issued on payment of Rs. 100/- (Rupees one hundred only). Details of variousimportant distances are attached as annexures; contractor shall fill the same distance in logbook until under specially allowed by EIC.
28. The contractor or his authorized representative shall keep a close liaison with the PVUNL management and collect all the instructions from PVUNL office.
29. **MAINTENANCE OF RECORD:** The contractor shall be required to maintain all such records registers etc. as desired by the management from time to time which shall be shown to officer in-charge or his nominee on demand.
30. **SAFETY:** The contractor shall at his own expense arrange for the safety in respect of all his staff andtraveling PVUNL officials and shall provide all facilities in connection therewith. During the contract period if any injury or accident occurs to any person employed by contractor or any third party, the whole liability or responsibility shall be that of contractor. PVUNL will not bear responsibility or expenses if any on this account.
31. Submission of consent by contractor implies that he has read the notices and all other connected documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors affecting the execution of work.
32. Vehicle provided by the contractor shall be in the name of contractor and not to be sold or mortgaged during the currency of the contract without obtaining written permission from the company.
33. **MOBILISATION TIME AND LIQUIDATED DAMAGES:** After Award of the Work, the contractor shall be required to deploy vehicle within one month to the concerned office-in-charge at the required place. However, vehicle shall be accepted with the penalty of Rs 500/- per day beyond one month up to another 30 days. However, in case the agency fails to deploy the vehicle even within 2 months' period, it will be presumed that the agency is not interested in deploying the vehicle and the contract shall be liable to terminate and EMD may be forfeited.
34. Contractor shall fulfill compliance towards all statutory provisions.

35. Other Terms & Conditions as per GCC Civil works.

Ref. EOI No.: 01/HR/PDR/PVUN/2021-22

Dated: / /2022

1. Bill of Quantity (BOQ) for 2018 Model

Name of work: "Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu."

Sl. No	Name of Work	UM	Qty	Estimated Rate (in Rs) per Day excluding GST	Discount (in %) over Proposed rate	Net Offered Rate (Rs)/ Day (Excluding GST)	Total Amount (in Rs) excluding GST
Rate for 2018 Model.							
1	Bolero/Scorpio/ XUV 500/ XUV 700 for 12 Hrs duty, Model not before 2018) with driver.	Day	450	850/-	Less: %		
Net Rate/Day in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 750.00(Minimum) to Rs 850.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 15x30 = 450 Days : (Rupees.....)							
I will deploy.....nos. vehicle of 2018 Model for 12 hrs duty.							
2	Bolero/Scorpio/ XUV 500/ XUV 700 for 24 Hrs duty, Model not before 2018) with driver.	Day	450	1410/-	Less: %		
Net Rate/Day in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 1310.00(Minimum) to Rs 1410.00 (Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 15x30 = 450 days: (Rupees.....)							
I will deploy.....nos. vehicle of 2018 Model for 24 hrs duty.							

Whether the vehicle is available for deployment from 01.10.2022(Yes/No):

Declaration: I am resident of Village, Block.....,

District..... of Jharkhand, Pin Code:.....

**(Sign. of Bidder)
Name & Address:**

Ref. EOI No.: 01/HR/PDR/PVUN/2021-22

Dated: / /2022

2. Bill of Quantity (BOQ) for 2019 Model.

Name of work: “Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu.”

Sl. No	Name of Work	UM	Qty	Estimated Rate (in Rs) per Day excluding GST	Discount (in %) over Proposed rate	Net Offered Rate (Rs)/ Day (Excluding GST)	Total Amount (in Rs) excluding GST
Rate for 2019 Model.							
1	Bolero/Scorpio/ XUV 500/ XUV 700 for 12 Hrs duty, Model not before 2019) with driver.	Day	810	990/-	Less: %		
Net Rate/Day in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 850.00(Minimum) to Rs 990.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 27x30= 810 Days : (Rupees.....)							
I will deploy.....nos. vehicle of 2019 Model for 12 hrs duty.							
2	Bolero/Scorpio/ XUV 500/ XUV 700 for 24 Hrs duty, Model not before 2019) with driver.	Day	810	1555/-	Less: %		
Net Rate/Day in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 1410.00(Minimum) to Rs 1555.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 27x30= 810 Days : (Rupees							
I will deploy.....nos. vehicle of 2019 Model for 24 hrs duty.							

Whether the vehicle is available for deployment from 01.10.2022(Yes/No):

Declaration: I am resident of Village, Block.....,

District..... of Jharkhand, Pin Code:.....

**(Sign. of Bidder)
Name & Address:**

Ref. EOI No.: 01/HR/PDR/PVUN/2021-22

Dated: / /2022

3. Bill of Quantity (BOQ) for 2020 Model.

Name of work: "Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu."

Sl. No	Name of Work	UM	Qty	Estimated Rate (in Rs) per Day excluding GST	Discount (in %) over Proposed rate	Net Offered Rate (Rs)/ Day (Excluding GST)	Total Amount (in Rs) excluding GST
Rate for 2020 Model.							
1	Bolero/Scorpio/ XUV 500/ XUV 700 for 12 Hrs duty, Model not before 2020) with driver.	Day	1170	1135/-	Less: %		
Net Rate/Day in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 990.00(Minimum) to Rs 1135.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 39x30=1170 Days: (Rupees							
I will deploy.....nos. vehicle of 2020 Model for 12 hrs duty.							
2	Bolero/Scorpio/ XUV 500/ XUV 700 for 24 Hrs duty, Model not before 2020) with driver.	Day	1170	1700/-	Less: %		
Net Rate/Day in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 1555.00(Minimum) to Rs 1700.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 39x30=1170 Days: (Rupees							
I will deploy.....nos. vehicle of 2020 Model for 24 hrs duty.							

Whether the vehicle is available for deployment from 01.10.2022(Yes/No):

Declaration: I am resident of Village, Block.....,

District..... of Jharkhand, Pin Code:.....

**(Sign. of Bidder)
Name & Address:**

Ref. EOI No.: 01/HR/PDR/PVUN/2021-22

Dated: / /2022

Bill of Quantity (BOQ) 2021 Model.

Name of work: "Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu."

Sl. No	Name of Work	UM	Qty	Estimated Rate (in Rs) per Day excluding GST	Discount (in %) over Proposed rate	Net Offered Rate (Rs)/ Day (Excluding GST)	Total Amount (in Rs) excluding GST
Rate for 2021 Model.							
1	Bolero/Scorpio/ XUV 500/ XUV 700 for 12 Hrs duty, Model not before 2021) with driver.	Day	1530	1280/-	Less: %		
Net Rate/Day in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 1135.00(Minimum) to Rs 1280.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 51x30=1530 Days : (Rupees.....)							
I will deploy.....nos. vehicle of 2021 Model for 12 hrs duty.							
2	Bolero/Scorpio/ XUV 500/ XUV 700 for 24 Hrs duty, Model not before 2021) with driver.	Day	1530	1845/-	Less: %		
Net Rate/month in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 1700.00(Minimum) to Rs 1845.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 51x30=1530 Days : (Rupees							
I will deploy.....nos. vehicle of 2021 Model for 24 hrs duty.							

Whether the vehicle is available for deployment from 01.10.2022(Yes/No):

Declaration: I am resident of Village, Block.....,

District..... of Jharkhand, Pin Code:.....

**(Sign. of Bidder)
Name & Address:**

Ref. EOI No.: 01/HR/PDR/PVUN/2021-22

Dated: / /2022

Bill of Quantity (BOQ) 2022 Model.

Name of work: "Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu."

Sl. No	Name of Work	UM	Qty	Estimated Rate (in Rs) per Day excluding GST	Discount (in %) over Proposed rate	Net Offered Rate (Rs)/ Day (Excluding GST)	Total Amount (in Rs) excluding GST
Rate for 2022 Model.							
1	Bolero/Scorpio/ XUV 500/ XUV 700 for 12 Hrs duty, Model not before 2022) with driver.	Day	1890	1425/-	Less: %		
Net Rate/Day in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 1280.00(Minimum) to Rs 1425.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 63x30=1890 Days : (Rupees.....)							
I will deploy.....nos. vehicle of 2022 Model for 12 hrs duty.							
2	Bolero/Scorpio/ XUV 500/ XUV 700 for 24 Hrs duty, Model not before 2022) with driver.	Day	1530	1985/-	Less: %		
Net Rate/month in Word: (Rupees.....)							
Note: Per day rate must be within the range between Rs. 1845.00(Minimum) to Rs 1985.00(Maximum) beyond which, bid will be rejected.							
Net Total Amount in Word for 63x30=1890 Days: (Rupees							
I will deploy.....nos. vehicle of 2022 Model for 24 hrs duty.							

Whether the vehicle is available for deployment from 01.10.2022(Yes/No):

Declaration: I am resident of Village, Block....., District..... of Jharkhand, Pin Code:.....

**(Sign. of Bidder)
Name & Address:**

Ref. EOI No.: 01/HR/PDR/PVUN/2021-22

Dated: / /2022

Proforma for Letter of Undertaking

(To be executed on Non-judicial stamp paper of Rs. 100/- and submitted by the bidder alongwith his tender in a separate cover).

To
PATRATU VIDYUT UTPADAN NIGAM LIMITED
 PATRATU, PO-PTPS,DIST-RAMGARH,
 JHARKHAND-829119.

Dear Sirs,

- 1) I*/we* have read and examined the following bid documents **relating to “Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu”**.
 - i) NIT No.: 01/HR/PDR/PVUN/2021-22
 - ii) Instruction to Bidders.
 - iii) Proforma for Letter of Undertaking-02 nos.
 - iv) Do’s & Don’ts
 - v) Proforma for Nil Deviation
 - vi) Declaration of banning Policy.
 - vii) Form of Acceptance of Fraud Prevention Policy.
 - viii) Special Conditions of Contract.
 - ix) Safety Rules & Labour Laws.
 - x) Scope of Work & Terms and Conditions.
 - xi) GCC
 - xii) Bill of Quantity
- 2) I*/We* hereby submit our tender and undertake to keep our tender valid for a period of 180 (one hundred & eighty) days from the date of opening of tenders. I*/We* shall not vary/alter or revoke my*/our* Bid during the validity period of the Tender.
- 3) This undertaking is in consideration of PVUNL agreeing to open my* /our* tender, consider and evaluate the same for the purposes of award of work in terms of provisions of tender documents.
- 4) **Should this tender be accepted, I*/We* also agree to abide by and fulfill and comply with all the terms, conditions and provisions of the above mentioned tender documents.**
- 5) **I will deploy the vehicle within 30 days of receiving the firm LOA.**
- 6) I will make my own arrangements for financing the vehicle either by my own sources or through bank loan and shall submit the documentary proof for the same within 15 days of receipt of intimation to deploy the vehicle/LOI/LOA.
- 7) I accept PVUNL Terms & Condition of tender document for vehicle deployment (attached in the tender).
- 8) The vehicle proposed to be deployed shall have :
 - a) Commercial registration
 - b) Comprehensive insurance coverage as per commercial vehicle norm.
 - c) Route permit for all India basis (As per requirement).
 - d) Fitness certificate for one year.
 - e) Pollution certificate.
 - f) Any other statutory requirement to run commercial vehicle.

Signature alongwith seal of Company

Witness

Signature
 Name and address:
 Tel/Mobile No:
 Date:

(Duly authorized to sign the Tender on behalf of the Bidder)

Name:
 Designation:
 Name of Company:
 Date and postal address: -----

* Strike out whichever is not applicable.

**Certificate for Compliance to All Provisions of Bidding Documents
(Certificate of "NIL" Deviation)**

Ref. NIT No.: 01/HR/PDR/PVUN/2021-22

Dated: / /2022

Sub.: "Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu".

Bidder's Name and Address:

To
**DGM (R&R),
Admin. Bldg.
PVUNL-Patratu
P.O. PTPS, Patratu
Distt Ramgarh
JHARKHAND-829119.**

Dear Sir,

- 1. With reference to our Bid Proposal against this tender, we hereby confirm that we have read the provisions of bidding documents alongwith its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Techno-Commercial Bid and Price Bid) are strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof and **we have not taken any deviation to any of the provisions of the aforesaid bidding documents.**
- 2. Further, we agree that the entire work shall be performed as per the Technical Specifications and the provisions of bidding documents.
- 3. We confirm that any deviation/ variation / additional conditions to the provisions of Bidding Documents read in conjunction with its Amendment(s)/Clarification(s)/Addenda/ Errata found anywhere in our Techno- Commercial Bid and Price Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security be forfeited.
- 4. We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry.
- 5. Further, we confirm that our Price Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the price Bid.

Yours faithfully,

Date: (Signature)_____

Place: (Printed Name)_____

(Designation)_____

(Common seal)_____

Ref. NIT No.: 01/HR/PDR/PVUN/2021-22

Name of Work: “Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu”.

Project: PVUNL Patratu

**FORM OF ACCEPTANCE OF
FRAUD PREVENTION POLICY**

To,
**DGM (R&R),
Admin. Bldg.
PVUNL-Patratu
P.O. PTPS, Patratu
Distt Ramgarh
JHARKHAND-829119.**

Ladies and/or Gentlemen,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.co.in> and undertake that we along with our associate/collaborator/ subcontractors/ sub-vendors/consultants/service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTPC.

Yours faithfully,

Date: (Signature)_____

Place: (Printed Name)_____

(Designation)_____

(Common seal)_____

Ref. NIT No.: 01/HR/PDR/PVUN/2021-22

Name of Package: "Hiring of vehicle with driver for 12 Hrs and 24 Hrs for PVUNL Patratu".

Project: PVUNL,_Patratu

(DECLARATION ON BANNING POLICY)

Bidder's Name and Address:

To
**DGM (R&R),
Admin. Bldg.
PVUNL-Patratu
P.O. PTPS, Patratu
Distt Ramgarh
JHARKHAND-829119.**

- 1) We have read the contents of the banning Policy of NTPC attached with this Bidding documents and agree to abide by this policy. Further, in terms of requirements under Banning Policy we hereby declare the following:
 - a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
 - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
 - c) Our Director(s)/Owner(s)/Proprietor/Partner (s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

2) We further declare as under:

that if any point subsequent to award off contract, the declaration given above are found to be incorrect, PVUNL Limited shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bid security/Performance Bank Guarantee.

Yours Faithfully,

Date: (Signature).....
Place :(Printed Name).....
(Designation).....
(Common Seal).....

NOTE: Please refer our website: www.ntpctender.co.in for details banning policy.