NHPC LIMITED
(A GOVT. OF INDIA Navratana ENTERPRISE)

CIN: L40101HR1975GOI032564

E-Tender Document

For

Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd

Tender Reference No.: NH/CCW/CC-II/CO-469/PR16526/7

JULY-2026

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SECTION - I

NOTICE INVITING TENDER (NIT)

NHPC LIMITED
(A Government of India Navratna Enterprise)
Regd. Office: NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

Notice Inviting (Open) E-Tender (NIT) -Web Notice

Online bids (e-tender) are invited in Two stage bidding basis Stage-I: Technical-bid and Stage-II: Financial Bid for and on behalf of NHPC Limited (A Govt. of India Enterprise) from Insurance Regulatory and Development Authority of India (IRDAI) approved Insurance Companies providing General Insurance Business for **Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd** on **Open Tender** Basis.

1. The complete bid/ tender document can be viewed and downloaded from Gem Portal https://gem.gov.in.. The brief details of the tender are as under:

Sl.No.	**Item**	**Description**
i)	Nature of bid	Through GeM Portal
ii)	Bid No.	GEM/2026/B/7664305
iii)	Tender Reference No.	NH/CCW/CC-II/CO-469/PR16526/7
iv)	Bid Offer Validity (From End Date	120 days
v)	Completion Period	44 months with extended Maintenance coverage of 24 months.
vi)	Tender inviting Authority	General Manager (CC-II), 2nd Floor, Jyoti sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
vii	Venue for opening of bids	Contracts Civil Division, 2nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

2. The critical dates of tender are as under:

S. N.	**Particulars**	**Date & Time**
i)	NIT Publishing Downloading Date & Time	13.07.26 (Time as per GeM portal)
ii)	Pre bid meeting Date & Time	Date & Venue of Pre bid Conference 23.07.2026 As per GeM Portal (11:00 Hrs) i) 2nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad, Haryana, India-121003 ii) Through the video conference meeting Id and Password to be shared to prospective bidder.
iii)	Online Bid Submission end Date & Time	04.08.26 (Time as per GeM Portal)
iv)	Technical Bid Opening Date & Time (Cover-I)	04.08.26 (Time as per GeM Portal)
v)	Price bid Opening Date & Time (Stage-II, Cover-II)	Price bid of the technically qualified bidder shall be invited in Stage - II. The date and time for opening of price bid shall be intimated separately through GeM portal.

3. Eligible Bidders: Refer clause -2 of ITB
4. All bidders who are **Class-I Local Supplier/Class-II 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 vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended are only eligible. Further, Bidder shall submit undertaking and declare Local content in this regard.
5. Bidders will submit duly signed documents/ certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.
6. Bidder shall comply with the provisions of "Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017" dated 23.07.2020 and subsequent clarifications regarding restriction on the bidders from the countries sharing land border with India.
7. At any time prior to the deadline for submission of bid, the Insured may amend the Tender Document by issuing corrigendum / addenda which shall be notified on Gem Portal https://gem.gov.in and www.nhpcindia.com.. Therefore, the bidders are advised to visit the site regularly before deadline for submission of bids.
8. 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.
9. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
10. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Insured, shall be in the English language.
11. Insured reserves the rights to cancel the tendering process at any time before award of work without assigning any reasons thereof.
12. In case of any difference between wordings of English and Hindi version of 'NIT', English version shall prevail.

For & on behalf of NHPC Ltd.

General Manager (CC-II),
Contracts (Civil) Division, 2nd Floor,NHPC Office Complex, Sector-33,Faridabad-121003 (Haryana), Tele # 0129-2254677 E-mail: contcivil2-co@nhpc.nic.in

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

1.1 Online bids (e-tender) under two cover system are hereby invited for and on behalf of NHPC Limited for Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd on Open Tender Basis as per enclosed Schedule of Quantity & Price. The complete tender can be downloaded from GeM Portal https://gem.gov.in.

1.2 The Tender Document comprises of documents listed below and addenda issued if any:

i) Section-I- Notice Inviting Tender (NIT),
ii) Section-II- Instructions to Bidders (ITB),
iii) Section-III- Forms and Schedule,
iv) Section-IV- Conditions of Policy
v) Section-V- Scope of Coverage including Annexures
vi) Section-VI- Bid Proposal Sheets

1.3 This section of the bidding document provides the information necessary for bidders to prepare online responsive bids in accordance with the requirement of the Client/ Insured. It also provides information on online bid submission, opening, evaluation and award.

1.4 **Instructions for online bid submission:**

The Techno-commercial Bid and Price Bid to be submitted on-line at GeM Portal https://gem.gov.in. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using registered GeM user ID. The instruction for Seller's registration, User creations, Bid Participation Manual are available on GeM Portal under Training Module

1.4.1 **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.

Bidder may visit FAQ Section of GeM Portal to find answers to common queries put forth by other Buyers, Sellers & Service Providers at https://gem.gov.in/user Faqs.

ii) For any technical queries please call at GeM Portal Helpdesk Number (Toll Free): 1800-419-3436;1800-102-3436
E-mail:helpdesk-gem[at]gov[dot].in

Note: Bidders are requested to kindly mention the URL of the Portal and BID No. in the subject while emailing any issue along with the Contact details.

2. Eligible Bidder:

2.1 The Invitation for Bid is open to all Insurance Companies providing General Insurance Business in India, approved by Insurance Regulatory and Development Authority of India (IRDAI).

*In case bids are received from multiple branches/units of same Insurance Company, an opportunity shall be given to bidder to withdraw multiple bids in such manner that only one bid from the bidder remains in the tendering process and in case the bidder refuses to do so, all the bids shall be considered as ineligible.

All bidders who are **Class-I Local Supplier/ Class-II 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 vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended are only eligible. Further, Bidder shall submit undertaking and declare Local content in this regard.

Verification of local content:

In case of Procurement for a value in excess of Rs.10 crores, the Class-I local supplier/Class-II Local supplier' shall be required to provide a certificate from the statutory auditors or cost auditors 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.

2.2 The bidders who wish to submit their bids for the aforesaid work shall have to meet the Qualification Criteria given as hereunder:

Qualification of the bidder will be based on meeting the criteria specified below regarding the technical experience and financial position. The bidder shall also be required to furnish the information specified in their Bid. NHPC reserves the right to waive minor deviations, if they do not materially affect the capability of the bidder to perform the contract.

2.2.1 Qualification Criteria for Insurance Companies:

i) **Technical Criteria:**

Sl. No.	Criteria	Documents Required
1.	The Bidder should be a holder of license from IRDA for undertaking General Insurance Business.	Bidder should submit copy of license issued by IRDAI for undertaking General Insurance Business along with proof of the payment of Annual Fee for the FY 2026-27
2.	The Bidder should be in general Insurance Business at least for the last three financial years.	Bidder should submit the extract (relevant page) of the Annual Report indicating operating income from General Insurance Business duly certified by the Authorized Representative of Insurance Company.
3.	During the last five (05) years, the bidder should have insured at least One CAR and/or EAR Insurance Policies for Hydro Projects of	Bidder should submit the copy of the relevant pages of CAR and/or EAR Insurance Policies incepted or operated or

	Sum Insured more than Rs.1339 Cr of Sum Insured as Lead Insurer or at least two CAR and/or EAR Insurance Policies for Hydro Projects of Sum Insured more than Rs.837 Cr of Sum Insured each as Lead Insurer or at least three CAR and/or EAR Insurance Policies for Hydro Projects of Sum Insured more than 669 Cr of Sum Insured each as Lead Insurer	expiry in last five (05) years as Lead Insurer duly certified by Authorized representative of Insurance Company, the submitted document shall clearly establish total sum insured appointment of bidder as leader, policy type, policy number and period of policy.

In case bidder is a holding company, the technical experience referred to in clauses above as the case may be, shall be of that holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clauses above as the case may be, shall be of that subsidiary company only (i.e. excluding its holding companies).

ii) **Financial Criteria:**

Sl. No.	Criteria	Documents Required
1.	Minimum average Annual Gross Direct Premium Income in India of the bidder during the last three financial years shall not be less than Rs.570 Cr. (1.25 times of Annualized Sum insured)	Bidder should submit the relevant page of Annual Report containing Annual Gross Direct Premium figure duly certified by Authorized representative of Insurance Company. Otherwise, figure duly authenticated by the Statutory Auditors along with UDIN should be submitted.
2.	The bidder should have positive "Net Worth" in at least 02 financial years out of the last 03 financial years, with the condition of positive Net Worth in immediately preceding financial year.	Bidders shall be required to submit documentary evidence in support of Net Worth the Relevant page of Annual Report containing Net Worth figure duly certified by Authorized representative of Insurance Company or A certificate indicating Net worth, duly certified by the Statutory Auditors along with UDIN should be submitted. The criteria for "Net Worth" shall not applicable to Public Sector General

		Insurance Companies as per office memorandum issued by ministry of Finance vide F.No.10417/64/2020-Ins. II dated 05.12.23

iii INSOLVENCY:

3.	INSOLVENCY: 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. In case, bidder in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected. Further, the bidder while submitting the bid or during the period of evaluation of bids or any time before the award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder and any suppression of such fact shall render the bidder liable for rejection of his bid an banning of business dealing as per terms and conditions of the Bid Document.	Self- Declaration regarding insolvency under the Insolvency and Bankruptcy code 2016 as per Format.

Last three Financial Years mean FY 2022-23, FY 2023-24 & FY 2024-25.

In case bidder is a holding company, the financial criteria referred to in clauses above as the case may be, shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, the financial position criteria referred to in clauses above as the case may be, shall be of that subsidiary company only (i.e. excluding its holding companies).

For Technical Parameter No 3, information in respect of Policy incepted or under operation or expiry in last five (5) year shall be considered. The reference date for considering the period of last five (5) years shall be reckoned from the last day of the month previous to the one in which the bids are invited.

iv. Finalization of Coverage & Terms:

During the tendering process issued by NHPC Ltd, the technically qualified insurance companies shall provide inputs to NHPC on following aspects:

a) Benchmarking of NHPC coverages, loss limits & deductibles etc.

b) Critical analysis of adequacy of coverage and wordings in the proposed Insurance policy.

c) Suggestive changes for improving the coverage limits and policy wordings

d) Suggestive detailed methodology of approaching the reinsurers/underwriters for timely and complete placement of NHPC's risk and time Schedule for entire activity.

e) Preparation of RI slips after review of policy wordings and provide suggestions for improvements in policy wordings.

Further, the following conditions shall be applicable:

(i) The selected lead reinsurers/underwriters should have minimum "A-" (A minus) rating either from AM best or S&P or any other equivalent international rating agency as per rules, regulations and provisions stipulated by the regulator IRDA (The rating conditions is not applicable for GIC Re).

(ii) Insurance companies shall provide undertaking for complete placement of NHPC's risk with reinsures/underwriters as per rules, regulations and provisions stipulated by the regulator IRDA.

(iii) Lead Re-insurer to have minimum 7.5% share.

(iv) Insurance company shall mandatory provide confirmed Re-Insurance support letter for minimum of 60% (including self-retention) of total risk. Noncompliance would lead to disqualification.

(v) While providing suggestion for approaching re-insurance market either directly or through an Insurance Intermediaries the following broad points to be noted: -

a) Each company will either directly or through an Insurance Intermediaries (Reinsurance Broker) approach reinsurance market to bring lead terms.

b) All underwriting information will be shared with underwriters through RI Slips (containing the broad terms sought by NHPC). NHPC & all qualified contenders will interact with reinsurance markets through domestic Road shows (physical and/or virtual as per the dates/mode finalized by NHPC in consultation with insurers).

c) Post Road Show (if applicable), Coverage/Terms, suitable add-on and deductibles will be finalized and fixed.

v. Price Discovery:

All technically qualified bidders are required to submit their quotes premium on above finalized (Coverage/Terms, suitable add-on and deductibles) through tendering mode on the finalized date, which shall be communicated separately.

2.3 Bidders shall not have been banned/ de-listed/ black listed/ de-barred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings Self-declaration in this regard is to be submitted as per the enclosed proforma.

2.4 To improve transparency and fairness in the tendering process the Insured is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the Insured, 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. All Applicants shall enter into an Integrity Pact (to be executed on plain paper) with the Insured at the time of submission of their Bids. Only those Bidders who have entered into Integrity Pact with the Insured shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided in the Section Forms & Procedures is a basic qualifying requirement.

Successful bidders shall execute Integrity Pact on non-judicial stamp paper of appropriate value as part per stamp act applicable in the state of Haryana.To oversee the compliance of obligation under the Integrity Pact, Shri Prabhsah Singh, ITS (Retd.) & Shri Upendra Malik, CES (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact addresses of IEM are as under (Name of IEM May be changed as communicated time to time:

S. N	Name	Contact Address
i)	Shri Prabhsah Singh, ITS (Retd.)	E7M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh - 462016 E-mail: srgmhrbpl@gmail.com
ii)	Shri Upendra Malik, CES (Retd.)	B-108 NSG Society, Plot-2, Pocket-6, Builders Area Greater Noida-201315 (UP) **Email:** upendra.malik@gmail.com

Successful bidders shall execute Integrity Pact on non-judicial stamp paper of appropriate value as part of Contract Agreement.

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

2.6 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Form-6).

3. Bidders shall submit duly signed documents/ certificates as defined in the ITB. Failure to produce the requisite certificates shall make the bid non-responsive.

4. Clarification of Bidding Documents:

4.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail at the address indicated in the NIT. The Employer will respond to any request for clarification received within 10 days from the date of issue of NIT. Employer's response will be published on the GeM portal https://gem.gov.in, including a description of the inquiry, but without identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.

4.2 Any modifications in the Tender documents shall be made by the Insured exclusively through the issue of an Addendum pursuant to **Clause 5** of ITB.

4.3 **Pre-Bid conference:**

The Bidder or his authorized representative is invited to attend Pre-bid Conference which will take place at the address given below:

NHPC Ltd., NHPC Office Complex;
Sector, 33, Faridabad (Haryana),
INDIA- 121003.

ii) The bidder who wishes to attend the meeting through virtual/video conferencing may submit their request through e-mail. Meeting Id and Password shall be with the prospective bidder accordingly.

The purpose of the conference will be to clarify any issues regarding the Bidding Documents in general and the Technical specification in particular. The Bidder is requested to submit questions in writing or by cable (hereinafter, the term cable is deemed to include email or telefax) to reach the Insured at the address indicated in NIT, not later than 02 days before the pre-bid conference. Any modifications of the Bidding Document, which may become necessary as a result of the pre-bid conference, shall be made by the Insured exclusively through an amendment pursuant to ITB **Clause 5**. Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.

The pre-bid meeting shall be conducted online through video-conferencing and offline on the same date and time as stipulated in NIT and Bidding Data or as amended. The prospective bidders who wish to join the meeting on due date & time through video-conferencing, should mandatorily intimate Tender Inviting Authority (TIA) at least 01 (one) days prior to pre-bid meeting their details viz. name of participant & designation, mobile no., e-mail address, name of firm or any other information required for video-conferencing. The participant should have good internet connectivity as TIA shall not be held responsible for any disruption due to internet or any technical issues.

Meeting ID along with password shall be shared 01 (one) hour prior to scheduled time to the participant's e-mail/ mobile no. of prospective bidder.

5. Amendment of Bidding Documents:

5.1 Before the deadline for submission of bids, the Insured may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.

5.2 Any addenda/ corrigenda issued prior to submission of bids would be put up on the on GeM portal https://gem.gov.in as well as on NHPC website www.nhpcindia.com. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders have to check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.

5.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the Insured shall extend as necessary the deadline for the submission of bids.

6. Language of bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Insured shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

7. Bid Currency:

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR, would be considered non-responsive and hence rejected.

8. Bid Validity:

8.1 Bids shall remain valid for a period of **120 days** after the deadline date for bid submission specified in NIT.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Insured may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or facsimile. A bidder agreeing to the request will not be required or permitted to modify his bid.

9. **Preparation, Receipt and Signing of Bid:**

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Insured in any circumstances.

9.1 **Online Submission:**

Stage-I

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

i) Tender Acceptance Letter as per format appended in Section-III-(FORM-01).
ii) ECS Form (FORM-02) as per format appended in Section-III.
iii) Declaration in respect of banning/ de-listing as per **Clause 2.3** of ITB-(FORM-03).
iv) Bid Proforma (FORM-04) as per format appended in Section-III.

v) Undertaking by bidder towards Anti-Profiteering Clause of GST Act/ Rules as per format appended in Section-III-(FORM-05).

vi) Self-Declaration regarding insolvency under the Insolvency and Bankruptcy code 2016 as per (Form-06).

vii) Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India)-(FORM-07)

viii) Integrity Pact along with Annexure-A & Appendix-I to IV as per **Clause 2.4** of ITB-(FORM-08)

ix) Notarized Power of Attorney in respect of the person authorized for signing the Bid as per **Clause 9.4** of ITB/ Authorization letter of Company on its letter head

x) Schedule-1 to 3 as per Section-VI

xi) Goods and Services Tax Registration No., PAN

xii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

Stage-I, Cover-II: The Bidder shall quote an amount of Rs. 0.01/0.1 only in stage-I, Cover-II to comply with the GeM bid publishing requirement, as the price bid at this stage shall not be opened. Price bids for price discovery shall subsequently be invited only from all the qualified bidders in stage-II, Cover-II

Stage-II:

9.1.2 **Cover-I:** The bidder shall upload a declaration in stage-II (Cover-I) mentioning that the technical bid has already been uploaded in stage-I (Cover-I).

Cover-II: It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantities and Prices.

The bidder shall quote the total premium (including Taxes) for each item specified in BOQ. Further the breakup of taxes for each item shall be provided by the bidder in BOQ (Schedule of Quantity & Price)

Financial Bid shall be submitted in Electronic Form on the portal by the date & time as specified in NIT. Submission of the “Financial Bid” by any other means shall not be accepted by the Insured in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.

9.2 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) or Authorization letter of Company on its letter head shall be furnished with the bid.

9.3 The Insured 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.

9.4 Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc.” shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Insured.

9.5 While preparing the bid proposal, bidders may give particular attention to the following aspects, in addition to price quotes.

a) Scope of the Coverage.
b) Extensions.
c) Exclusions & Other Feature.

9.6 The following information shall also be provided by the bidders in their proposal:

Bidders shall comply with the provisions of "Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017" dated 23.07.2020 and subsequent clarifications regarding restriction on the bidders from the countries sharing land border with India.

Bidders should agree to Scope of Coverage along with Extensions, Covers and the Conditions of Policy and other provisions of the bidding documents.

However, the Bidder must clearly understand that no deviation shall be acceptable in the conditions and NHPC's right to allot the business in line with the provisions of the bidding documents.

9.7 All Premium Rates & Total Premium to be quoted by the Bidders will be in Indian Rupees only on firm price basis and shall remain valid during the currency of the Policy Covers.

9.8 The Bid Proposal is to comprise all other information and details as per provisions of Bidding documents and Price Quotes as per Bid Price Schedule

9.9 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.

9.10 Taxes, duties, GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Insurer on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of GST (on Service) payable to appropriate authorities will not be subject to adjustment.
The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.
TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Insured.
Invoices and other documents submitted by Insurer/ bidder for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.
The Insurer shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

9.11 The Scope covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid conditions is not clear to the bidder, clarification may be sought from the Insured. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.

9.12 The bidder shall submit rate analysis of quoted price if so desired by the Insured.

9.13 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.

9.14 The Contract shall be for the whole Works, based on the 'Price Schedule' submitted by the Bidder.

10. Late Bid:

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.

11. Modification, Substitution and Withdrawal of Bid:

11.1 After Submission of bid, the bidder can re-submit revised bid any number of times but before stipulated deadline for submission of bid. The bidders are advised not to withdraw their bids, as once the bid is withdrawn they cannot participate in the same tender again.

11.2 The server time (which is displayed on the bidder's dashboard) will be considered as standard time for referencing the deadline for submission of the bids by the bidders, opening of bid etc. The bidder should follow this time during bid submission.

11.3 No bid shall be withdrawn or modified/ revised in the interval between the bid submission deadline and the expiration of the Bid Validity period specified in the bid document. Withdrawal or modification of a bid during this interval shall be considered non-responsive.

12. Opening of Bids by Insured:

12.1 The Insured / Authority inviting Tender will open the bids received in the presence of the bidders/ bidder's representatives who choose to attend at the time, date and place specified in the NIT. The Bidders/ Bidder's representatives who are present shall sign a register evidencing their attendance. Bidder(s) can also view Bid opening online on the GeM portal https://gem.gov.in at their end.

In the event of the specified date for the opening of bids being declared a holiday for the Insured, the Bids will be opened at the appointed time and location on the next working day.

12.2 Online **Stage-I, Cover-I** i.e. Technical Bids shall be opened first.

12.3 **Cover-I** i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per **Clause 2** and techno-commercially responsiveness as per **Clause 13** of ITB. A list of all the responsive bidders shall thereafter be drawn up, and only such bidders shall be invited separately for price discovery in stage-II, Cover-II.

Stage-I, Cover-II Price bid at this stage shall not be opened.

12.4 **Stage-II,** Cover-I: The bidder shall upload a declaration mentioning that the technical bid has already been uploaded in stage-I, (Cover-I).

Stage-II, Cover-II i.e. Financial Bid of all the qualified bidders (As per stage-I), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidders. The Financial Bid shall be opened online in presence of Bidder's representatives who wish to be present at the notified time and place. Bidder(s) can also view Bid opening online on the GeM portal https://gem.gov.in at their end.

12.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened and will be 'Archived' unopened. The decision of the Insured will be final and binding in this regard.

13. Examination of Bids and Determination of Responsiveness:

13.1 During the detailed evaluation of "Technical Bids" at stage-I, cover-I the Insured will determine whether each Bid:

a) meets the eligibility criteria defined in **Clauses 2 of ITB**;
b) has been properly signed;
c) is accompanied by the required documents; and
d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids" at stage-II, cover-II, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., Price schedule, Technical Specifications and Drawings, if any.

13.2 A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
a) which affects in any substantial way the scope, quality, or performance of the Works;
b) which limits in any substantial way, the Insured's rights or the Bidder's obligations under the Contract; or
c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
d) which is inconsistent with the bidding documents,

13.3 If a "Bid" is not substantially responsive, it will be rejected by the Insured, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

13.4 During techno-commercial Bid evaluation, the Insured may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or email or through the portal. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Insured's request for clarification, its Bids may be rejected.

14. Evaluation and Comparison of Bids:

The Insured will evaluate and compare the stage-II, Cover-II i.e. Financial Bid of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with **Clause 13** of ITB.

14.1 Price Bids at stage-II, Cover-II shall be evaluated taking into account Total Premium quoted for all Scope of coverage(s) for respective sum-Insured Package as per Section-VI of Bid Proposal Sheet (BPS) of Bidding Documents. The prices quoted in the format other than the prescribed format will not be considered. The bid submitted should be digitally signed by the Bidder. The package shall be considered as a whole and the Evaluation of Bid shall be done based on the total prices, quoted by the Bidder in their “price bid” In case the bidder has not quoted for any of the items, the price of all such item(s) against which bidder has not quoted rates/ amount (viz. items left blank or against which ‘-’ is indicated) in the schedules will be deemed to have been included in other item(s)/ Total Quoted amount. Bid prices quoted by Bidders shall remain unaltered subject to e-Reverse Auction.

14.2 The In-Built Extensions, add-on covers, terms and conditions shall be provided to NHPC without any financial implication to NHPC. Any mis-information or un-supported fact, data, information, rates/ quotes, terms and conditions leading to delay, complication failure to placement of risk may result in to rejection of bid by NHPC.

15. Award Criteria & Insured’s Right to accept any bid and to reject any or all Bids:

The Contract shall be awarded to the successful bidder whose bid is determined to be substantially responsive, based on the price bid submitted subsequently under Stage-II, Cover-II, in the following manner.

The contract shall be awarded to the L-1 bidder emerged after e-RA.

15.1 In case, two or more acceptable bidders are found to have quoted identical lowest bid price, the conditions on GeM Portal shall prevail.

15.2 NHPC shall be dealing / interacting directly with L-1 bidder for all related matters under any circumstances i.e. in case of any dispute with insurer, L-1 bidder shall be responsible for settlement of full claim amount in favour of NHPC

15.3 Partial/Incomplete bids not covering the entire scope of works shall be summarily rejected. NHPC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NHPC’s action. The successful bidder shall be fully responsible and shall be bound to perform the job awarded by NHPC at the accepted rates and in accordance with the terms and conditions of the contract.

15.4 NHPC reserves the right to assess bidder's capability and capacity to satisfactorily perform the contract, should the circumstances so warrant such assessment in the overall interest of NHPC. The decision of NHPC shall be final and binding in this regard.

15.5 The Insured reserves the right to accept or reject any bid, and to cancel 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 Insured 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 or lead to incitement of an offence.

15.6 The bidder needs to sign an undertaking as per **Format F-5**, confirming that no form of cartelization has taken place between the bidding participants. This undertaking is a must.

15.7 The bidder whose bid has been accepted during stage-II, Cover-II i.,e price discovery stage will be notified of the award by the Insured prior to expiration of the Bid validity period through the “Letter of Acceptance”, which will state the sum that the Insured will pay to the Insurer/Contractor in consideration of the execution, completion by the Insurer/Contractor as prescribed by the Contract.

16. Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

a) for the purposes 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 Insured, designed to establish bid prices at artificial, noncompetitive 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.

b) A Bid may be rejected by the Insured 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 Insured may declare a firm 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.

17. e-Reverse Auction (e-RA)

e-RA shall be conducted through GeM Portal (https://gem.gov.in) in accordance with the Provision and in built procedures of the portal during price discovery stage at stage-II, Cover-II process shall be carried out on GeM portal after rejection of the H1 bidder on the portal.

18. Purchase Preference to Make in India: Purchase Preference to Make in India as per 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 vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020.

19. In case of any conflict or inconsistency, between conditions as per GeM Portal and Buyer’s additional terms & conditions, provisions of Buyer's additional terms &conditions herein shall prevail.

20. General:

Bidder shall comply with the provisions of “Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017” dated 23.07.2020 and subsequent clarifications.

Any bidder from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) will be eligible to bid only if the bidder is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) unless such contractor is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

A bidder is permitted to procure raw material, components, sub-assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as "sub-contracting".

However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017.

21. The IFB & Construction Schedule of subject Project is attached for information at Annexure-I

SECTION – III

FORMS AND SCHEDULE

Form-01

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

____

____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: ________________________

Name of Tender / Work: - ____

Dear Sir,

i. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site https://gem.gov.in.

ii. I/We hereby certify that I/We have read all the terms and conditions of tender document (including all annexure(s), schedule(s), drawing(s), etc.), which shall form part of the contract and I/We shall abide by all terms & conditions contained therein.

iii. The Corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

iv. I/We hereby unconditionally accept all the terms and Conditions of above mentioned tender document and corrigendum(s) as applicable.

v. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject my bid.

vi. I/We confirm that our bid shall be valid up to **120** days as mentioned in this tender document after the deadline date for bid submission.

vii. I/We hereby certify that all the statements made and information supplied in the enclosed Annexures and additional data etc. furnished herewith are true and correct.

viii. I/We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information.

ix. I/We understand that you are not bound to accept the lowest or any bid you may receive.

x. I/We certify that we comply with the eligibility requirements as per Bid documents.

Seal and Sign of Agency
Name:
Address:

Form-02

ECS – Form

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

No. : ____________

1. BIDDER'S NAME : ____

f) ADDRESS : ____

g) Phone/ Mobile No. : ____

2. PARTICULARS OF BANK ACCOUNT :

a) BANK NAME : ____
b) BRANCH NAME :____
c) ADDRESS : ____
Telephone No. : ____

d) IFSC CODE OF THE BANK :
(For payment through RTGS)

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

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

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

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

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

(Bank's Stamp)

(----------------------------)
Date: Signature of the Authorized Official from the Bank

Form-03

Declaration of Ineligibility

I/ We, M/s ………………………………… (Name of the Bidder) hereby certify that I/we have not been declared ineligible under para 6 of Guidelines on Banning of Business dealings (Annexure-A).

(Seal & Signature of the Bidder)

Form-04

BID PROFORMA

Sl. No.	Description of information	Replies by the bidder
1.	Name of the Firm/ Company	
2.	Complete Address of Regd./Head Office i) Postal ii) Telephone/ Fax iii) E-mail	
3.	Former name of Firm/ Company (if any)	
4.	Type of the Firm /Company (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.)	
5.	Year and place established	
6.	Are you registered with any Government/ PSU (if yes, give the details) for work of similar nature covered under the specifications	
7.	Have your Company ever been declared Bankrupt yes give the details)	
8.	Whether the Prices quoted are firm/variable	Firm
9.	Validity period of tender, reckoned after the deadline date for bid submission.	120 days
10.	Rate of Taxes & Duties as applicable	
	i) Rate of GST	@ …… % as included (To be specified by the bidder)
	ii) Any other taxes/ duties (please specify)	@ …....% as included (To be specified by the bidder)
11.	Whether furnished & filled all schedules/ annexur appended to tender document	
12.	Goods & Services Tax Registration No.	
13.	HSN/SAC	
14.	PAN	

Station :_________
Date: __________

For & on behalf of ________________
Signature : __________________
Name : __________________
Designation: __________________
(of the authorized representative of the bidder)
Official Seal of the Company:

Form-05

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

(To be submitted on letter head)

To,

M/s NHPC Ltd.

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 Insured.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid Section 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 Insured.

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 NHPC Ltd.

Place: **[Signature of Authorized Signatory of Bidder]**
Date: **Name:**
Designation:
Seal:

Form-06

(Format for declaration by the Bidder)

"Self-Declaration by the Bidder"

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

(Seal & Signature of Bidder)

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

Form-07

Name of Work:- Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd .

Declaration regarding Class-I local supplier/Class-II local supplier under Public Procurement (Preference to Make in India) order**:**

Item Description	Country of Origin	% of Local Content
Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd	India	More than 60%

Form-08

FORMAT OF PRE CONTRACT INTEGRITY PACT

Between

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for "**Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project NHPC Ltd"** (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against Tender Ref. No.: NH/CCW/CC-II/CO-469/PR16526/27

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

NOW, THEREFORE,

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

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

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3.0 <u>Commitments of the Bidder(s)/Contractor(s)</u>

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 commited to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract

3.5 Deleted.

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

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

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

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

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

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

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

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

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

3.15 In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

4.0 Previous Transgression

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

5.0 Earnest Money (Security Deposit)

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

6.0 Sanctions for Violations

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

a. 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.

b. 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.

c. 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.

d. Deleted.

e. 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.

f. Deleted .

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

h. 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.

i. 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.

j. 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 <u>Independent External Monitor(s)</u>

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

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

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

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

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

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

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

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

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

8.0 **Facilitation of Investigation**

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

9.0 **Law and Place of Jurisdiction**

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

10. **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. **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

(Office Seal)

Place----------------

Date---------------

For & On behalf of the Bidder / Contractor

(Office Seal)

Place--------------

Date--------------

Witness1.____________________

(Name and address)

2.___________________________

(Name and address)

Witness1.___________________

(Name and address)

2.___________________________

(Name and address)

Annexure-A

Guidelines on Banning of Business Dealings

1 Introduction

NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.

1.2 Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2 Scope

2. 1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the units of NHPC.

2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.

2.5 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

3 Definitions

In these Guidelines, unless the context otherwise requires:

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

ii) ***"Unit"*** *shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.*

iii) ***"Competent Authority"*** *and '**Appellate Authority'** shall mean the following:*

a) For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)

- Competent Authority: CMD
- Appellate Authority : Board of Directors

b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)

- Competent Authority: Concerned Director/Executive Director as the case may be
- Appellate Authority: CMD /Concerned Director as the case may be

c) For works awarded/under Tendering from Corporate Office / Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)

- Competent Authority in case of works awarded/under Tendering from Corporate Office/Regional office shall be CGM or GM of the concerned division as the case may be.

- Competent Authority: Head of the Unit not below the rank of General Manager
- Appellate Authority: Next higher authority

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

4 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 Suspension of Business Dealings.

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

5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office) .In case of work falling in the competency of HOP 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 **Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;

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

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

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

6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.

6.6 If the Agency does not 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 NHPC due to poor performance of the contract in the preceding 5 years.

6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;

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

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

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

7 Procedure for Banning of Business Dealings

7. 1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.

7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.

7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:

a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".

c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show **Cause Notice**

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

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

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

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

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

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

7.5 Speaking **Order**

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

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

7.6 Period **of banning**

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

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

7.7 Effect of Banning

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

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

/Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

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

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

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

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

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

7.8 Hosting at NHPC website

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

8. **Appeal against the Decision of the Competent Authority.**

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

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

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

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

Appendix –I

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No………. Date………

To

M/s ………………………

Attn.: Shri ………………..

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of …………. was awarded to your firm vide letter of award no …dt….. amounting to Rs. …………. OR In response to NHPC NIT (e-tender / physical tender) 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 your firm

This order shall have the following effects:

(i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension

(ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

(iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

(iv) In cases where tenders have already been issued to you and Price Bids have already been opened , the tendering process shall be continued

(v) In case of ongoing contracts between you & NHPC, (including cases 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:

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

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

ii) **Banning of joint Venture:**

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

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

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

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

(d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

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

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

Appendix –II

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No………….
Date………….

To

M/s ……………………………

…………………………..………

Attn.: Shri ………………..

<u>Sub: Show Cause Notice</u>

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.

Appendix –III

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No………. Date………

To

M/s ………………………

Attn.: Shri ………………..

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

This order shall have the following effects:

a) 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.
b) 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.
c) 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.
d) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.

(v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.

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

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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

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

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

Appellate Authority : ……

Designation:

Address:…..
Ph . no.
e-mail :

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

Appendix –IV

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

BY REGD. POST/SPEED POST/COURIER

No………. Date………

To

M/s ……………………., Attn.: Shri ………………..

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

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

2. Your Appeal reference ………. Dt…….

Dear Sir,

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

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

There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of …… years/month from the date of order, as ordered by the original Authority is upheld,

Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld , but with a reduction in period of Suspension/Banning for ……… years/months from the date of order of original authority;

Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

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

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

Yours faithfully,

For & On behalf of NHPC

SECTION – IV

CONDITIONS OF POLICY

CONDITIONS OF POLICY

Condition of Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd

0. DEFINITIONS

i) INDEMNITY PERIOD: The period beginning with the date of an Insured Event and ending not later than the Indemnity Period stated in the Risk Details during which the results of the business shall be affected in consequence of the Insured Event.

ii) NORMAL: The condition that would have existed had no loss occurred.

1. GENERAL

a) Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project NHPC Ltd and additional covers, under the scope of works defined herein, shall be in accordance with latest guidelines and format of Insurance Regulatory and Development Authority of India (IRDAI). Before signing of Agreement, the terms & conditions of the Policy shall be reviewed and confirmed in line with guidelines of IRDAI and conditions mentioned in the Tender Document. In case of any discrepancies or differences between standard IRDAI conditions and terms & conditions laid down in the Tender Document, the latter shall always prevail.

b) Bidders shall assess the risk profile & associated factors, at its own cost and satisfy himself fully before submission of their bids. Bidders, if so desire, may visit the respective Project at their own cost prior to submission of their bids. Bidders shall submit their bids strictly in accordance with the terms & conditions laid down in the Tender Documents.

The details of Sum insured are as under:

S. No	Package	Details of contract package for Uri-I Stage-II HE Project	Awarded cost/Estimated cost	Status of Tendering process	Completion Period
1	Lot-1	Civil Works	Rs. 943,61,27,029/-	Awarded on 28.03.26	44 Month
2	LOT-2a	HM works	Rs.88,57,00,000/-	Under Process	44 Month
3	LOT-2b	E&M Works	Rs.641,11,00,000/-	Under Process	44 Month
		Total	Rs.1673,29,27,029/-		

The Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project NHPC Ltd the policy period shall cover extended maintenance coverage for 24 months.

2. In the event that the Contract Sum increases beyond the amount specified in the Letter of Award, the Employer shall promptly notify the Insurer and seek extension of coverage. Such additional coverage shall be provided by the Insurer on a pro-rata basis, in accordance with the rates, terms, and conditions of the existing policy.

3. **PROCEDURE OF PAYMENT**

a) Payment of premium shall be released on six monthly basis in equal installments to the Insurer in Indian Rupees through Electronic Fund Transfer System by NHPC. The Bank Charges shall be on account of Insured.

b) Finance Division of Uri-I, Baramulla (J&K), shall be paying authority of this contract.

4. **EXTENSIONS**

Shifting of the equipments from existing location after dismantling and re-erection, re-testing and commissioning at any other location and vice versa within the premises of project shall also be covered in this policy.

5. **EXCLUSIONS**

Exclusions as available in CAR/EAR Policy regulations. However, assets like drainage, culvert, pavements, roads, pipe lines, tunnels, bridges, piers etc. and all other civil works and underground civil works **except land,** property in transit within premises are specifically included in schedule of assets and shall be covered for insurance. Properties in the course of demolition/ construction shall also be covered in the scope of coverage.

6. **INSURER AND THEIR RESPONSIBILITY**

Lead Insurer shall consult NHPC to finalize policy wording and associated working arrangement.

7. **OPERATION AND MAINTENANCE OF POLICY**

Insurance Policy shall be issued in the name of NHPC and the respective contractors of different packages of Uri-I Stage-II HE Project, NHPC Ltd shall be Co-insured under this policy. Both soft & hard copy of the policy shall be issued to NHPC Uri-I Stage-II HE Project being the Insured shall be responsible for post award operation of the Insurance Policy i.e., lodging the insurance claims, follow-up, review, monitoring and final settlement as per policy conditions.

8. **TIME FRAME OF THE POLICY DOCUMENTS**

The insurer will promptly raise invoice/demand for insurance premium as per terms and conditions of the policy immediately on receipt of Letter of Award. Similarly, upon request of additional insurance cover by NHPC as per policy conditions, the insurer will raise invoice/demand for insurance premium for additional cover within 1(One) working day from the date of request by NHPC. The insurer will issue the premium receipt and the Cover note for the desired coverage immediately on the receipt of the premium from NHPC. The original policy document along with soft copy of the policy shall be issued within one week from the date of the assumption of the risk.

The policy document shall clearly indicate various rates, sum-insured, extensions, inclusions, exclusions and terms & conditions in line with bidding documents. Any amendment of the policies documents and/or additional insurance covers shall be confirmed by issuing endorsement within 4 (Four) working days of the receipt of the necessary premium/information from NHPC indicating various rates, sum-insured, extensions, inclusions, exclusions and terms & conditions as applicable.

9. **PANEL OF SURVEYORS**

The Insurer shall furnish the list of Surveyors (along with their name, address contact no. & experience in the field with no. of years' experience) whom they propose to depute in the event of occurrence of claim. The proposed Surveyors shall hold valid Certification/License from the **Institute of Insurance Surveyors & Loss Assessors** as per norms of IRDAI. Surveyors from the agreed list only shall be deputed in consultation with NHPC in the event of loss. NHPC shall have the right to review the list of Surveyors, as and when deemed fit.

The underwriter shall immediately depute the surveyor without any loss of time on the occurrence of damage and without waiting for the detailed report. In the event of delay in deputation of surveyor, NHPC may use its discretion in deputing any surveyor from the panel of Surveyors. The claims lodged on the basis of surveyor report engaged by NHPC, shall be settled by the underwriter in full.

10. CHECK LIST

The bidder should submit along with the bid standard checklist of documentation required for early settlement and on-account payment of claims. However, the checklist shall be further finalized keeping in view the availability of various aspects/documents.

11. REVIEW MEETINGS

Insurer will develop effective Management Information System (MIS) for facilitating effective implementation of the Policy and early settlement of the claims. Co-coordinator at respective Project shall be identified for periodical review meetings for monitoring progress of different activities.

12. RESPONSIBILITY FOR SEMINAR/ WORKSHOP

To educate on Owner Controlled All Risk Insurance Policy (CAR & EAR) Insurer shall organize Seminars/ Workshops on the Policy, at no extra cost, at NHPC Regional office, corporate office, Projects, or other agreed locations, as advised by NHPC, to facilitate understanding and effective implementation of Policy at least once in a year. Insurer shall also arrange intensive training Program at no extra cost, for selected personnel of NHPC.

13. CLAIMS PROCEDURE AND MANAGEMENT

In case of a claim, the insurance company shall immediately depute or authorize NHPC to call a surveyor(s) from the approved panel of Insurer but not later than 48 hours of the receipt of intimation from the insured. The respective Contractors of the work, being Co-insured under this policy for the scope of works defined herein shall, on behalf of NHPC report all incidents and shall be associated with the Surveyor during his visit and survey. The respective contractor for works shall also be responsible for providing available documents as required for settlement of claim .

In normal circumstances, the claim has to be settled by the Insurance Co. as per the procedure at Clause No. 15 of Section-IV of Conditions of Policy.

A joint meeting between surveyors, insurance company, respective contractors of the works and NHPC will be organized on a date suggested by NHPC for discussing the claim matters and the minutes of the said meeting shall be recorded. The insurance company will take a weekly report from the surveyor to ensure the success of the procedure and keep NHPC posted and copy of interim as well as final survey report shall be submitted to NHPC immediately.

The survey report shall also be submitted for claims where the insurer’s liability does not arise but has been reported by NHPC.

14. UNDER-INSURANCE PROVISION

Under insurance for item of the Schedule appearing under Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project NHPC Ltd will be ignored if it does not exceed 20%.

15. On- account and Final Payment in respect of claim under policy:

On-account and Final Payment in respect of claim under the policy shall be made directly to NHPC. Co-insured party shall not be entitled to receive payments directly from the Insurer or to have any other direct dealings with the Insurer.

Further, timeline w.r.t. On-account and Final Payment in respect of claim under the policy shall be as under:

a) On a/c payment of 75% – within 6 weeks of submission of all claim papers and subject to admissibility of claim, for claims upto Rs. 2.00 Cr. (after deductibles) and within 8 weeks for claims above Rs. 2.00 Cr. (after deductibles)

b) Balance Payment – within 30 days of submission of all documents from the date of release of payment as per a) above.

Insurer shall pay interest for delay in on-account payment or balance payment. The insurer shall be liable to pay interest at a rate which is 2% above SBI MCLR for one year prevalent at the beginning of the Financial Year in which the claim is submitted by the Insured.

16. SETTLEMENT OF DISPUTES:

16.1 AMICABLE SETTELEMENT:

16.1.1 If any dispute arises between the Employer and the Insurer in connection with, or arising out of the Contract or the execution of the Works, 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.

16.1.2 No dispute or difference arising between the Insurer and the Employer under or relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

16.1.3 Any dispute, in respect of which the Employer and the Insurer have failed to reach at an amicable settlement pursuant to Clause 18.1.1, shall be finally settled by reference to arbitration as per Clause 18.2. The Arbitration and Conciliation Act, 2015 shall govern the arbitration.

16.2 Arbitration:

Subject to Sub-Clause 18.1 of these Conditions, unless settled amicably, any dispute or difference 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 finally settled by Arbitration, unless otherwise agreed by both Parties.

Any dispute shall be settled by arbitration as set forth below:

i) A dispute with an Indian Insurance Company shall be finally settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Insured and the Insurer. 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). For the purposes of this Sub-Clause, the term "Indian Insurance Company" means an Insurer who is registered in India and is a juristic person created under Indian law. Arbitration may be commenced within or after the period of Insurance Policy, provided that the obligations of the Insured and the Insurer shall not be altered by reason of the arbitration being conducted within or after the policy period.

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.

iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration shall be borne in such a manner as determined by the arbitral tribunal.

The fee payable to arbitrators shall be as per the model fee structure of NHPC, the present model fee structure is placed at **Appendix A to Tender**. 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 proceedings will be borne by each party. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

The seat/ place of Arbitration shall be Faridabad.

The Arbitral Tribunal shall give a written reasoned Award and the final award by a majority of Arbitrators rendered in writing shall be binding upon the parties.

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 thereafter.

Notwithstanding any reference to the Arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

(b) the Employer shall pay to the Insurer(s) any moneys due to the Insurer(s).

16.3 In case of contract with another Central Public Sector Enterprises and Government Department(s)/ Organization(s) (other than those related to taxation matters), the following arbitration clause shall be applicable:-

“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) (excluding the disputes related to Railways, Income Tax, Customs &Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December,2022 and the decision of AMRCD on the said dispute will be binding on both the parties

17. GOVERNING LAWS & JURISDICTION

The Insurance Policy shall be governed and interpreted in accordance with the law for the time being in force in the Republic of India and Jurisdiction of courts for dispute resolution shall be appropriate courts of Faridabad/ respective Head quarter of the Projects.

18. Nodal Officer/ In charge

Engineer In-charge or his authorized representative of Uri-I Stage-II HE Project shall act as nodal officer on behalf of NHPC i.e., insuring party during the currency of this contract. The Insurer shall also appoint one officer to act as Nodal Officer or representative on behalf of Insurance Co. who shall be interacting with respective Project Head (EIC) or authorized representative from the Project on all matters relating to operation of the policy and correspondences (including those of surveyors) relating to claim. Contact details i.e. email ID, phone no. etc. of the Nodal Office are to be specifically provided under the policy.

19. EXTENSION OF POLICY

The Insurance Policy can be extended as per requirement of project if so desired by NHPC on pro-rata basis as per existing rates, terms and conditions.

20. Corrupt or Fraudulent Practices

It is expected that the contractor will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) for the purposes 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;

(ii) "fraudulent practice" means a misrepresentation or 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 Borrower, designed to establish bid prices at artificial, noncompetitive levels;

(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) "Integrity Pact" means an agreement called Integrity Pact between the contractor and the Employer shall be signed committing the persons/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 defaulted commitments under Integrity Pact as mentioned above in competing for the contract in question.

(c) The Employer may declare a firm 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 defaulted commitments under Integrity Pact in competing for, or in executing, a contract then the Employer may after giving 14 days notice to the Contractor, terminate the contract and expel him from the site and get the contract executed at the risk and cost of defaulting contractor.

(d) **Banning of Business Dealings**: It is not in the interest of NHPC/ PROJECT to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:

i) If the security consideration, including questions of loyalty of the Agency to NHPC/PROJECT 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 business dealings with the Agency have been banned by the Department of Power, Government of India.

iv) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

v) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC/PROJECT or its official for acceptance / performances of the job under the contract:

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

The procedure for banning of Business Dealings shall be governed as per **NHPC's** "Policy and Procedure for Banning Business Dealings".

21. Integrity Pact

To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the NHPC/PROJECT, 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 NHPC/PROJECT shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided into Tender Document is a basic qualifying requirement.

Integrity pact is to be executed on plain paper at the time of submission of bid. The successful bidder (Insurer) shall submit duly executed Integrity Pact on Non-judicial Stamp Paper of appropriate value as per stamp act applicable in the state of Sikkim prior to signing of Notification of Award.

22. TAXES AND DUTIES

22.1 Taxes, duties, GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Insurer on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of GST (on Service) payable to appropriate authorities will not be subject to adjustment.

22.2 The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.

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

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

22.5 The Insurer shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

23. AGREEMENT

The Insurer shall execute a Contract Agreement with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in the state of Haryana in the format appended within 15 days from the date of issue of Letter of Acceptance. The insurer shall prepare and furnish 3 (three) sets of the Contract Agreement at its own cost including cost of Stamp paper etc. to NHPC.

24. NHPC shall be dealing / interacting directly with Lead insurer for all related matters and lead insurer shall, in turn, interact with the co-insurers. Under any circumstances i.e. in case of any dispute with co-insurers, Lead insurer shall be responsible for settlement of full claim amount to NHPC.

Appendix-A

NHPC Schedule of Arbitration Fee				
Sum in Dispute	**Arbitrator I**	**Arbitrator II**	**Arbitrator III**	**Total Fees**
Upto Rs. 5,00,000/-	Rs. 15,000/-	Rs. 15,000/-	Rs. 15,000/-	Rs. 45,000/-
Above Rs. 5,00,000/- and upto Rs.20,00,000/-	Rs. 15,000 plus 3.5% of 1/3 of claim amount over and above Rs. 5,00,000/-	Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs. 5,00,000/-	Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs. 5,00,000/-	Rs. 45,000 plus 3.5% of claim amount over and above Rs. 5,00,000/-
Above Rs. 20,00,000/- and upto Rs.1,00,00,000/-	Rs. 32,500 plus 3% of 1/3 of claim amount over and above Rs. 20,00,000/-	Rs. 32,500 plus 3% of 1/3 of claim amount over and above Rs. 20,00,000/-	Rs. 32,500 plus 3% of 1/3 of claim amount over and above Rs. 20,00,000/-	Rs. 97,500 plus 3% of claim amount over and above Rs. 20,00,000/-
Above Rs. 1,00,00,000/- and upto Rs.10,00,00,000/-	Rs. 1,12,500 plus 1% of 1/3 of claim amount over and above Rs. 1,00,00,000/-	Rs. 1,12,500 plus 1% of 1/3 of claim amount over and above Rs.1,00,00,000/-	Rs. 1,12,500 plus 1% of 1/3 of claim amount over and above Rs. 1,00,00,000/-	Rs. 3,37,500 plus 1% of claim amount over and above Rs.1,00,00,000/-
Above Rs.10,00,00,000/- and upto Rs.20,00,00,000/-	Rs. 4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/-	Rs. 4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/-	Rs. 4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/-	Rs. 12,37,500 plus 0.75% of claim amount over and above Rs.10,00,00,000/-
Above Rs.20,00,00,000/-	Rs. 6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs. 10,00,000/-	Rs. 6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs. 10,00,000/-	Rs. 6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs. 10,00,000/-	Rs. 19,87,500 plus 0.50% of claim amount over and above Rs. 20,00,00,000/-with a ceiling of Rs. 30,00,000/-

Note:

1. In addition to Fees Travelling Allowance/ Hotel/ DA / Conveyance Expenses entitled equivalent to ED of NHPC will be paid to the arbitrators.
2. In case of Sole arbitrator Fees as mentioned for single arbitrator+25% is payable.
3. The above fees shall be shared equally by both i.e. NHPC & Contractor.

FORM OF AGREEMENT

(On Non Judicial stamp paper of appropriate value)

This agreement is made on __________ day of ___________ Two Thousand ------- between the NHPC Ltd., a Company registered and existing under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana) (hereinafter referred to as the "Employer/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and M/s ______________ (herein after called "the Insurer" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Client is desirous that certain Works should be executed by the Insurer, viz: ------------------- -- and has accepted the Bid of the Insurer for the execution and completion of such Works and the remedying of any defects therein at the cost of …………………………….**including GST as applicable.**).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Forms and Schedules,
   - iii) Conditions of Policy,
   - iv) Scope of Coverage including Annexures
   - v) Bid Proposal Sheets
   - vi) any other documents forming part of the Contract.

3. In consideration of the payments to be made by the Employer to the Insurer as hereinafter mentioned, the Insurer hereby covenants with the Client to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.

4. The Employer hereby covenants to pay the Insurer in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

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

For and on behalf of the Insurer	For and on behalf of NHPC Ltd.
Signature--------------------	Signature-------------------------
(Designation)----------------	(Designation)-------------------
Place:	Place:
Witnessed by:	Witnessed by:
1.------------------------------	1.-------------------------------
2.------------------------------	2.-------------------------------

SECTION – V

SCOPE OF COVERAGE

SCOPE OF COVERAGE:

The scope of Insurance Coverage in respect of owner controlled all risk (CAR & EAR) insurance Policy for Uri-I Stage-II HE Project is as under:

Definition	Description
INSURED	Insured should be described as under :- a) Insured & Project Principal b)NHPC, their subsidiary and/or associated and/or affiliated companies and /or any owned, controlled joint venture, shareholder or any subsidiary companies or corporation as now or may hereinafter be constituted as their respective rights and interest may appear. c) Lenders , Bankers & Financier's d) Project Management Consultants and/or Engineering Contractors and/or Construction Contractors, and/or Licensor and/or any other company, firm, person or party (including but not limited to. Contractors and Sub-Contractors of any tier) with whom the Named insured above or in this paragraph have or in the past had entered into written agreements / purchase order (s) in connection with this project and/or any works activities and preparations connected therewith. Together with their respective successors in title and assigns, for their respective rights and interest in the project, All for their respective rights and interests for activities related to project performed at site only

The detail of sum insured is as under:

S. No	Package	Details of contract package for Uri-I Stage-II HE Project	Awarded cost/Estimated cost	Status of Tendering process	Completion Period
1	Lot-1	Civil Works	Rs. 943,61,27,029/-	Awarded on 28.03.26	44 Month
2	LOT-2a	HM works	Rs.88,57,00,000/-	Under Process	44 Month
3	LOT-2b	E&M Works	Rs.641,11,00,000/-	Under Process	44 Month
		Total	Rs.1673,29,27,029/-		

The CAR /EAR policy period shall cover extended maintenance coverage for 24 months.

In respect of packages that are yet to be awarded and for which a tentative estimated cost has been considered for the Sum Insured, the Contract Price as stipulated in the respective Letter of Award shall be treated as the final Sum Insured. The corresponding premium shall be adjusted and calculated on a pro-rata basis, and the payment thereof shall be regulated upon issuance of the Letter of Award. The insurance coverage for such revised Sum Insured shall become effective only from the date of issuance of the respective Letter of Award

In the event that the Contract Sum increases beyond the amount specified in the Letter of Award, the Employer shall promptly notify the Insurer and seek extension of coverage. Such additional coverage shall be provided by the Insurer on a pro-rata basis, in accordance with the rates, terms, and conditions of the existing policy.

If, in respect of any insured event, a claim is lodged and the reinstatement of the works is undertaken using a modified or revised design necessitated by prevailing site conditions, the Insurer shall not repudiate or deny the claim solely on the grounds of such change in design.

Details of Cover:

Sr. No.	CONDITONS	Application/Detail
1	Contractor All Risk (CAR/EAR)	All Risks arising out of Act of God / Natural Catastrophic perils &/or Major Perils, Glacier Lake Outburst Flood (GLOF), Hanging Glaciers Avalanche, Glacial Retreat and Thinning, River blockages and Flash flood, Extreme Rainfall, Cloud burst, Landslide, Rockslide, Subsidence, Flood and/ or Inundation due to any cause, Collapse due to any clause, Earthquake, Tunnels works and/ or underground works and other standard Perils covered as per erstwhile All India Engineering Insurance Tariff and etc
2	Terrorism & War Cover	Terrorism including war Cover equal to Sum Insured.
3	Third Party Liability cover	Third Party Liability: AOA (INR 25 Cr.) & AGG (INR 50 Cr.) as under: 1. Third Party Liability for Property Damage: Rs.25 Cr. (AOA:AGG=1:2) 2. Third Party Liability for loss of Life/Bodily injury. Limit for liability in case of death and Permanent disability or bodily injury shall be worked out and payable as per the extant Law with maximum liability limit: (AOA: AGG=1:2) Rs. 25 Cr.
4	ADD-ON COVER	As mentioned below.

i) **Detail of Add-On Cover for CAR & EAR Policy:**

Sr. No	**Preferably Add-On**	**Limit of Baseline**
1	50:50 Clause	Applicable
2	72 Hours Clause	Applicable
3	Debris Removal including Foreign debris	Rs.50 Cr AOA/AGG.
4	Dewatering expenses and Backwater/ silt Removal	Rs.50 Cr AOA/AGG.
5	Escalation Costs (including Price Variation, Cost variation due to design change, Quantity change etc.)	25% of Policy Sum Insured.
6	Loss Minimization Expenses	10% of Loss amount subject to maximum Rs.10 Cr AOA / Rs.20 Cr AGG
7	Professional Fees	5 Cr AOA / AGG
8	Expediting Expenditure including Air and express freight	10% of Loss amount subject to maximum Rs.10 Cr AOA / Rs.20 Cr AGG
9	Offsite Storage / Fabrication, 20YRP	Applicable
10	Owner's Surrounding Property / Existing Property	Rs.50 Cr AOA/AGG
11	Cover for Valuable Document	Rs.5 Cr AGG
12	Cessation of Work	9 Months
13	Waiver of Contribution Clause	Applicable
14	Waiver of Subrogation Clause (Against Named Insure Only)	Applicable
15	Intermittent Testing Clause	Applicable
16	Washing away and over topping of coffer dam (if any), and consequence thereof	Applicable
17	Change in construction Methodology & /or design	Rs.25 crores
18	Automatic Reinstatement Clause	Applicable
19	Involuntary Betterments for any reason.	Applicable
20	On account Claim payment Clause.	Applicable
21	Nominated Surveyors clause.	Applicable
22	Unlimited extension of policy periods.	Applicable
23	Third Party Liability Cover with cross Liability extension	Applicable
24	Third Party Liability cover during maintenance period.	Applicable
25	Design Defect cover	Applicable
26	Additional custom duty	Applicable
27	Temporary works or Temporary structure at Project site 20YRP	Covered
28	Maintenance visit cover & extended Maintenance	Applicable

	cover of 24 month	
29	Sections - Road Construction	Section limit would be for roads under construction. In the event of any part of the Insured Property being taken over by the Principal or taken into use, the Construction Period, in respect of such part of Insured Property, will be deemed to have come to an end and the Maintenance Period (if applicable) to have commenced on the date of such taking over or taking into use. This condition shall not apply to any part of Insured Property whilst being used by any Contractor as a facility for the execution of any other part of the Project, always provided that it is not operated or used for commercial purposes
30	Camps & Stores - 20 Year RP.	Applicable
31	Construction Material 20 Year RP	Applicable
32	Safety Measure - Flood & Inundation 20 Year RP	Applicable
33	Serial Loss	Applicable
34	Laying of Water Supply & Sewer Pipes /Pipelines, Ducts and Cables	Covered
35	Fire Fighting Endorsement	Rs.10 Cr per Storage Unit
36	LEG Tunnel Works Clause	Percentage Multiplier - 100%
37	Transmission Lines	Included if forming part of Sum Insured
38	Temporary Roads	Covered if forming part of the Sum Insured
39	Equipment Stored in the Power House	Covered if forming part of sum insured
40	Installment of Premium	Applicable
41	Testing & Commissioning Cover	12 Months
42	Transit of material	Covered within Project Site
43	Continuity of Cover during operational phase for unit/ plant tested	Applicable
44	Theft & or Burglary cover	Applicable
45	Several Insured Clause	Applicable

ii) **Detail of Add-On Cover exclusive for HM/E&M Works/EAR Cover:**

Sl. No.	Add – On Cover	Limit of Indemnity/Liability
1	Storm, Tempest, Flood & Inundation (STFI)	Applicable
2	Strike, Riot, Civil Commotion (SRCC) within Country and Malicious Damage	Applicable
3	Non Vitiation Clause	Applicable
4	MR 005 Time Schedule	4 Weeks
5	MR 008 Structure in EQ Zone	Applicable
6	MR 105 Existing Property Limit	Existing Property Limit INR 50 Million AGG
7	Claims Control Clause	Applicable
8	Multiple Insured Cover	Applicable
9	Testing of Machinery & Installation	Agreed

iii) **Deductible limit for Civil Works/ CAR Cover is as under:**

Sl. No.	Type of Claim	Deductible structure
1	Normal Claims	5% of claim amount, subject to minimum of Rs.1 Crore
2	Third Party Liability	Deductible for each & every loss against Property Damage: Rs.5 lacs. Deductible in case of Bodily injury or loss of life: NIL
3	Terrorism & War Cover	Flat Deductible of Rs.2 crore for material damage

iv) **Deductible limit for HM/E&M Works/ EAR Cover is as under:**

Sl. No.	Description	Deductibles
1	Theft/ Burglary	5% of Claim amount subject to minimum of INR 10 Lakh
2	Fire/ Explosion including RSMD (Riot, Strike, and Malicious Damage)	5% of Claim amount subject to minimum of INR 20 Lakh
3	Testing and Maintenance Period Claims	5% of Claim amount subject to minimum of INR 50 Lakh

4	Act of God (AOG) claims	NIL
5	All other perils as per policy (excluding AOG)	5% of Claim amount subject to minimum of INR 10 Lakh

SECTION – VI

BID PROPOSAL SHEETS

SECTION- VI

BID PROPOSAL SHEET

1.0 BID PROPOSAL SHEET – TECHNICAL AND COMMERCIAL BID

I	Format- 1 Technical & Commercial Bid Form
II	FORMAT-2 RE-INSURANCE arrangement details by insurer
III	FORMAT -2A Letter of support w.r.t. reinsurance quote for NHPC
IV	Format -3 Price bid submission form
V	Format – 4 Bidder declaration
VI	Format – 5 Undertaking
VII	FORMAT – 6 format for submission of information/documents
VIII	Deleted
IX	Integrity Pact (as per ITB)

2.0 BID PROPOSAL SHEET - PRICE BID

I Price Bid BOQ

II Price Schedule (Schedule – 1 to 3)

SUB.: Proposal for Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd.

To.

Dear Sirs,

1.0 We hereby propose to provide the Owner Controlled All Risk Insurance Policy (CAR & EAR) along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd as outlined in your bidding document.

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 coverage along with add on covers/Extensions and Exclusions with other features laid down by you and are fully aware of nature and scope of coverage required.

We hereby confirm our unconditional and complete acceptance and compliance to the provisions and terms and conditions and scope of coverage contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement.

We hereby furnish our Technical & Commercial Bid comprising of:

I. Technical & Commercial Bid Submission Form (Format - 1)
II. Organization Profile
III. Format-2 & 2A
IV. Format – 3
V. Bidder Declaration (Format – 4)
VI. Undertaking (Format – 5)
VII. Integrity Pact (as per ITB)

2.0 Our Price Bids is being submitted as per the requirement of bidding documents.

3.0 We have indicated No deviations/exceptions taken by us

4.0 Our Bid Proposal shall remain valid for acceptance for a period of 120 Days from the date of opening of the 'Technical & Commercial Bid ' by NHPC.

5.0 Shri ……………… shall act as dedicated representative to interact and deal with NHPC throughout the finalization, implementation and claims settlement process with reference to all risk CAR/EAR Policy.

Date.............   Signature...

Place............   Name...

Designation.....................................

Seal...

FORMAT-1

TECHNICAL AND COMMERCIAL BID SUBMISSION FORM

SUB: Technical and Commercial Bid for Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd.

Bid Ref No. and Date	
Bidder's Name and Address	
Person to be Contacted - Name &Designation	
Telephone No.	
FAX No./ E-Mail	

RE-INSURANCE ARRANGEMENT DETAILS BY INSURER

(To be submitted during Stage-II (Technical Submission) from technically qualified bidders)

BID REF. NO. & DATE:

1. Self-Retention of Bidder:
2. Support percentage from Reinsurer(s): …….. % (Letter of Supports as per Format-2A)
3. Name & Address of Re-Insurer (s):
4. Name of the Contact Person (if any):
5. Rating of the Re-Insurer(s)…………….. (AM Best A- & above or S&P or any other equivalent international rating agency A- & above or GIC Re):
6. Name of the Certifying Agency: AM Best or S&P

Date …..........
Place …..........

Authorized Signatory ....
Name …..
Designation …......................................
Seal…..

Note:
In case of PSU's declaration from minimum level GM is required
In case of Private declaration from minimum level CEO/CFO is required

FORMAT -2A

ON LETTER HEAD OF LEAD RE-INSURER

(To be submitted during Stage-II (Technical Submission) from technically qualified bidders)

Date: ………….

SUB: LETTER OF SUPPORT W.R.T. REINSURANCE QUOTE FOR NHPC – OWNER CONTROLLED ALL RISK INSURANCE POLICY (CAR & EAR) POLICY ALONG WITH TERRORISM AND THIRD PARTY LIABILITY FOR URI-I STAGE-II HE PROJECT, NHPC LTD

We hereby confirm that we _____________ (Reinsurer Name) has a security rating of ……. as per AM Best (A- & above) or S&P (A- and above) or any other equivalent international rating agency as on date. (Not applicable for GIC Re)

We confirm that we have provided a Lead Re-insurance quotation for Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd.

In addition, we confirm that we have provided …. % capacity based on the Re-insurance terms and conditions. Also, Reinsurance deductible quoted by us are in line with NHPC's requirement against the subject All risk policy.

Date ….........
Place …..........

Authorized Signatory ………………
Name …..
Designation …......................................
Seal…..

****

PRICE BID SUBMISSION FORM

SUB.: Price Bid for "Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd".

Bid Ref No. and Date

Bidder's Name and Address

Person to be contacted **-** Name & Designation

Telephone No. FAX No. / E-Mail

TO,

Dear Sirs,

1.0 We hereby propose to provide CAR/EAR Policy including Terrorism & Third Party Liability Policy for NHPC Uri-I Stage-II HE Project as outlined in your bidding documents.

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 Insurance Coverage along with Extensions and Exclusions with other features laid down by you and are fully aware of nature and scope of coverage required.

We hereby confirm our unconditional and complete acceptance and compliance to the provisions contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement.

2.0 We declare that the our total Insurance Premium prices in Indian Rupees on firm price basis for the entire Scope of Insurance Coverage detailed in Bidding Documents.

(Break up of Premium Rates and Total Premiums separately for each area of risk is given in the price schedule duly filled in by us).

3.0 We declare that the quoted Premium Rates & total Premium are firm and shall not be subject to any variation for the entire period of the Insurance Policy. We further declare that the above quoted prices include all taxes, duties and levies payable by us under aforesaid assignment.

4.0 **Deleted**.

5.0 Our Bid Proposal shall remain valid for acceptance for a period of 120 days from the date of opening of the 'Technical & Commercial Bid' by NHPC.

6.0 The Premium Rate for Cover(s) left blank, "----" in the Price Schedule, then it shall be deemed to have been included in other Cover(s).

Date …........... Signature …..

Place …......... Name …...

Designation …......................................

Seal…..

FORMAT - 4

Bidder's Declaration

We hereby confirm that:

1. We accept all the terms & conditions of the tender documents in Toto.

2. The Premium quoted is not more than that charged from other Govt. deptt/PSU.

3. No additional payment/premium shall be demanded at later stage on account of discount offered / less premium offered, if any.

4. No brokerage / commission is considered at all in the price schedule.

5. The premium quoted is for CAR/EAR policy along with Terrorism cover and Third Party Liability and for the scope, extensions & exclusions mentioned in the tender documents.

6. The Premium Rate for Cover(s) left blank, "----" in the Price Schedule, then it shall be deemed to have been included in other Cover(s).

Date …..........
Place …..........

Signature …..
Name …..
Designation …....................................
Seal…...

FORMAT – 5

Undertaking for Non-Cartelization

I, ________________ (Mr. /Ms. ABC XYZ, Authorized person from Head Office) of M/s _________________ (name of insurance company) do hereby confirm that our quotation is purely based on our assessment of your risk and that there have been no meetings or any kind of tie ups or understanding of whatsoever nature to bid together with other insurers who were invited by NHPC to participate in the bid.

We will not share the premium under this policy, either directly or indirectly, with any unsuccessful Bidder. However, Indian capacity will be utilized before making any international placement as per IRDA guidelines.

(Signature)
(Mr. /Ms. ABC XYZ)
(Authorized person from Head Office)
(-------------Insurance Co.)

FORMAT – 6

FORMAT FOR SUBMISSION OF INFORMATION/DOCUMENTS
(ON THE LETTER HEAD OF THE COMPANY)

Date:

GM (Contract-II, NHPC Ltd.)
Dear Sir

Re: **Tender for Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd.**

We are in receipt of your Tender No ________and it is certified that we have studied and understood all the terms and conditions of the Tender for Procurement of Owner Controlled All Risk Insurance Policy (CAR & EAR) Policy along with Terrorism and Third Party Liability for Uri-I Stage-II HE Project, NHPC Ltd and agree to abide by the same unconditionally. Further we wish to submit the documents in support of the technical parameter as stipulated in Format…….of Tender. Following are the list of documents attached

S.No	Parameter	Annex No	Page No	Remarks
1	Signed Tender Document & Addendum			Signed copy of each Page of Tender Document and Addendum
2	Valid Power of Attorney			The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid./ Authorization letter of Company on its letter head
3	Signed Integrity Pact Agreement			
4	Signed No Deviation Statement			
5	Letter of Confirmation for taking lead 100% if provided*			

6	Confirmation of Compliance of Tender Conditions			
7	Registration Certificate from IRDA			
8	Supporting Documents for Technical Evaluation Criteria			
9	Certificate Duly Signed by Practicing Chartered Accountant certifying the correctness of parameter mentioned.			

*This point is only in respect of Private Companies participating in NHPC CAR/EAR insurance Policy. Public Sector Insurance Companies have to give "N.A" against it.

Note: Please maintain the Annexure Numbers while submitting the bids. In case bidders want to give additional documents the same is required to submit as a separate annexure.

For XYZ General
Insurance Company
(Name of the Person)

Note: In case of PSU's declaration from minimum level GM is required

In case of Private declaration from minimum level CEO/CFO is required

FORMAT – 7

DELETED

~~**Undertaking-1: Undertaking on Complete Placement of Risk**~~

~~**To,**~~

~~**NHPC Limited,**~~

~~Contracts (Civil) Division,~~

~~Corporate Office Complex, Sector-33, Faridabad~~

~~**Subject: Formation of consortium of insurance companies for insurance coverage for proposed CAR/EAR Insurance Policy for XXXX Lot-3 Dibang Multipurpose Project for a period of (w.e.f. to)**~~

~~**Sir,**~~

~~We [*Insert name of the Firm/Agency/Bidder*] hereby confirm & undertake that if selected as leader of consortium shall carry out complete placement of NHPC's risk with Lead reinsures / follow reinsurers have minimum "A-" rating either from AM best or S&P (Except GIC Re) or any other equivalent international rating agency as per rules, regulations and provisions stipulated by the regulator IRDA~~

~~Date ....~~

~~Place.............~~

~~…………………………………………~~

~~…………………………………………~~

~~(Name & Signature of Authorized Representative with Seal/Stamp of Company)~~

~~**Note: In case of PSU's declaration from minimum level GM is required**~~

~~**In case of Private declaration from minimum level CEO is required**~~

1 (PRICE SCHEDULE (BOQ)

(Price Bid in this format is to be filled in Cover-II)

Name of Work: "Procurement of Owner controlled all risk (CAR & EAR) insurance along with Terrorism and Third Party Liability for Policy for Uri-I Stage-II HE Project, of NHPC Ltd

S.N	Cover/ Description	Sum Insured in Cr (Rs.)	Net Premium rate (Per mille)	Premium Amount (Rs.)	Tax/ GST Amount (Rs.)	Total Premium including Tax (Rs.)
		a	b	c	d	e
1	**Owner controlled all risk (CAR & EAR) insurance Policy for Uri-I Stage-II HE Project**	1673.29 Cr				
2	**Terrorism Cover**	1673.29 Cr				
3	**Third Party Liability cover for Property Damage**	25 Cr				
4	**Third Party Liability cover for Bodily Injury/ Loss of life**	25 Cr				
					Total Premium	

Schedule-1

Schedule for the particulars against Financial Parameters specified at Sl. No. 1 to 2 of the Table under Clause 3.1-(ii)

To,

NHPC Limited,

Contracts (Civil) Division,

Corporate Office Complex, Sector-33, Faridabad

Sir,

We [*Insert name of the Firm/Agency/Bidder*] hereby submit our particulars in compliance to the Financial Parameters specified at Sl. No. 1 to 2 of the Table under Clause ….. along with supporting documents to consider for evaluation our proposal in line with Clause …….., are as below:

Sl No.	Description	FY 2022-23	FY 2023-24	FY 2024-25
1	**Annual Gross Direct Premium Income in India** *(As per Annual Report/Balance Sheet)*			
2	**Net Worth** *(As per Annual Report/Balance Sheet)*			

Note:

Relevant page of Annual Report containing Annual Gross Direct Premium Income & Net Worth figure duly certified by Authorized representative of Insurance Company or A certificate indicating Annual Gross Direct Premium Income & Net worth figure, duly certified by the Statutory Auditors along with UDIN should be submitted for Financial Year of 2022-23, 2023-24 & 2024-25 in support to information provided above are required to be uploaded/ submitted along with the bid.

Date.................................

Place...............................

(Name & Signature of Authorized Representative with Seal/Stamp of Company)

Schedule-2

Undertaking-1: Undertaking on Complete Placement of Risk

To,

NHPC Limited,

Contracts (Civil) Division,

Corporate Office Complex, Sector-33, Faridabad

Subject: For insurance coverage for proposed owner controlled all risk (CAR & EAR) Insurance Policy for Uri-I Stage-II HE Project

Sir,

We [*Insert name of the Firm/Agency/Bidder*] hereby confirm & undertake that if selected as L1 bidder, shall carry out complete placement of NHPC's risk with Lead reinsures / follow reinsurers have minimum "A-" rating either from AM best or S&P (Except GIC Re) or any other equivalent international rating agency as per rules, regulations and provisions stipulated by the regulator IRDA

Date ....

Place ....

……………………………………….

……………………………………….

(Name & Signature of Authorized Representative with Seal/Stamp of Company)

Note: In case of PSU's declaration from minimum level GM is required

In case of Private declaration from minimum level CEO/CFO is required

Schedule-3

Schedule for the particulars against the Parameters specified at Sl. No. 3 of the Table under Clause 3.1-(i) [i.e CAR and/or EAR Insurance Policies for Hydro Projects underwritten as Lead Insurer]

To,
NHPC Limited,
Contracts (Civil) Division,
Corporate Office Complex, Sector-33, Faridabad
Sir,

We.....[*Insert name of the Firm/Agency/Bidder*] hereby submit our particulars in compliance to the Parameters specified at Sl. No. 3 of the Table under Clause ……. along with supporting documents to consider for evaluation our proposal in line with Clause ……, are as below:

Sl. No.	Policy Type	Client's Name	Details (name, address etc.) of the assets insured	Whether the assets insured belong to Hydro Project (Yes/No) (Yes/No)	Bidder's Percentage Share as a leader in Risk Sharing	Policy Number	Policy Start Date (dd/mm/yyyy)	Policy End Date (dd/mm/yyyy)	Sum Insured (in Cr) Upto two decimal
1									
2									
3									
4									

Note:

1. The bidder may add more no of rows to fill requisite information in continuation, if required.
2. Copy of Insurance Policy & documentary evidence establishing the appointment of the bidder as leader in support to information provided above are required to be uploaded /submitted along with the bid.

Date............
Place..........

(Name & Signature of Authorized Representative with Seal/Stamp of Company)