

**NHPC LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**



**CIN: L40101HR1975GOI032564**

**E-Tender Document (Open)**

**For**

**Insurance Coverage of Outstanding Multipurpose Advance  
under “NHPC Employees Multipurpose Advance Insurance  
Scheme for a period of one year from 19.11.2023 to 18.11.2024”**

**Tender Reference No.: NH/CCW/CC-II/CO-268/PR10023/203**

**September 2023**

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**SECTION - I**

**NOTICE INVITING TENDER (NIT)**

**NHPC LIMITED**  
**(A Government of India 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 single stage- two part bidding basis i.e. Technical-bid and Financial Bid for and on behalf of NHPC Limited (A Govt. of India Enterprise) from eligible Sole Domestic Bidders for ***“Insurance Coverage of Outstanding Multipurpose Advance under “NHPC Employees Multipurpose Advance Insurance Scheme for a period of one year from 19.11.2023 to 18.11.2024”*** 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	Custom Bid For Service on GeM Portal
ii)	Bid No.	GEM/2023/B/3984625
iii)	Tender Reference No.	NH/CCW/CC-II/CO-268 /PR10023/203
iv	Bid Life Cycle ( From Publish Date	90 Days
v)	Bid Offer Validity ( From End Date	60 day
vi)	Completion Period	01 (One) year
vii)	Gem Bid Issuing Authority	General Manager (CC-II), 2 <sup>nd</sup> Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
viii)	Venue for opening of bids	Contracts Civil Division, 2 <sup>nd</sup> Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

2. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Bid Start Date/ Time	20.09.2023
ii)	Bid Duration	21 days
iii)	Bid end Date/Time	11.10.2023 ( 15:00 Hrs)
iv)	Bids Opening Date & Time (Technical bid)	11.10.2023 ( 15:30 Hrs) (Date same as Bid end Date at Sl. iii)
v)	Price bid/Financial Bid opening date	Date & time to be intimated later to the bidders whose Techno-Commercial bids will be found responsive

3. For more details on submission, opening, evaluation etc. of the bid, Instruction to Bidders(ITB) of the tender document can be referred

**For & on behalf of NHPC Ltd.**

**General Manager (CC-II),**  
Contracts (Civil) Division,  
2nd Floor, NHPC Office Complex,  
Sector-33, Faridabad-121003 (Haryana),  
Tele # 0129-2270596  
Email: contcivil2-co@nhpc.nic.in

**SECTION - II**

**INSTRUCTIONS TO BIDDERS (ITB)**

## **INSTRUCTIONS TO BIDDERS (ITB)**

### **1. General:**

1.1 NHPC Ltd., a leading Public Sector Enterprise of the Government of India, hereinafter referred to as the “Purchaser” invites bids from eligible Indian Life Insurance companies for obtaining “Insurance coverage of outstanding Multipurpose Advance for a period of one year”. The purpose of purchasing the insurance policy is to provide the financial protection for outstanding multipurpose advance and settlement of claim amount in favour of master policy holder i.e. NHPC Limited as described in these documents and referred to as “the Works”. The name and identification number of the works is provided in the NIT/Bid Document.

1.2 Online bids (e-tender) under two cover system is hereby invited from Domestic Bidders for and on behalf of NHPC Limited for **Insurance Coverage of Outstanding Multipurpose Advance under “NHPC Employees Multipurpose Advance Insurance Scheme for a period of one year from 19.11.2023 to 18.11.2024”** on Open Tender Basis as per enclosed Schedule of Quantity & Price. The complete tender can be downloaded from GeM Portal <https://gem.gov.in>

1.3 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 Schedules,
- iv) Section-IV- **Conditions of Contract (Scope and Conditions of Insurance Cover, etc), & Form of Agreement\***
- v) Section-V- Bid Proposal Sheets

\*This will supersede the ‘General Terms and Conditions (GTC) and SLA’ available on GeM Portal.

1.4 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/ Employer. It also provides information on online bid submission, opening, evaluation and award.

### **1.5 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/userFAQs>.**

- 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 Life 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.

The bidder must submit Notarized IRDA Certificate of Registration for 2014 along with proof of Annual Fee deposited for renewal for the year 2023 (duly attested by Notary Public and signed and sealed by authorized signatory of bidder). Copy of Goods and Services Tax (GST) Number (Duly signed and sealed by authorized signatory of bidder) and Copy of Permanent Account Number (PAN) (Duly signed and sealed by authorized signatory of bidder).

2.2 All bidders who are **Class-I Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended. Further, Local content/ Class-I local supplier etc. defined in ITB clause 22, in this regard bidders must submit undertaking as per Annexure-J.

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

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

2.3 Bidders should 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 Employer is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract. All Applicants shall enter into an Integrity Pact (to be executed on plain paper) with the Employer at the time of submission of their Bids. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process.

Entering into Integrity Pact as per Performa provided in the Section Forms & Procedure is a basic qualifying requirement.

The Integrity Pact digitally signed on behalf of the Employer is provided in Section-III. The Integrity Pact shall be downloaded, printed and signed by the Applicant .

Integrity pact is to be executed on plain paper at the time of submission of bid. However, successful bidder shall execute Integrity Pact on non-judicial stamp paper of appropriate value as per stamp act applicable in the state of Haryana.

To oversee the compliance of obligation under the Integrity Pact, Shri Vivek Kumar Johri, IPS (Retd.) and Shri Vinod Aggrawal, IAS (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEM are as under:

Sl. No.	Name	Contact Address
i)	Shri Vivek Kumar Johri, IPS (Retd.)	106, Malviya Nagar, Bhopal, Madhya Pradesh - 462003 E-mail: <a href="mailto:iem.nhpc@gmail.com">iem.nhpc@gmail.com</a>
ii)	Shri Vinod Aggrawal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2 ndFloor, New Delhi - 110017 E-mail: <a href="mailto:iem.nhpc@gmail.com">iem.nhpc@gmail.com</a>

2.5 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.

2.6 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.

### **3. Clarification of Bidding Documents:**

3.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail or facsimile at the address indicated in the NIT. The Employer will respond to any request for clarification received not later than 05 days prior to the Bid End Date through GEM portal only 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.

3.2 Any modifications in the Tender documents shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 4** of ITB.

### **4. Amendment of Bidding Documents:**

4.1 Before the deadline for submission of bids, the Employer 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.



- 4.2 Any addenda/ corrigenda issued prior to submission of bids would be put up on the GeM portal <https://gem.gov.in> as well as on NHPC website [www.nhpcindia.com](http://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.
- 4.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the Employer shall extend as necessary the deadline for the submission of bids.

## **5. Language of bid:**

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer 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.

## **6. 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.

## **7. Bid Offer Validity:**

7.1 Bids shall remain valid for a period as specified in NIT.

7.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer 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.

## **8. Deviation**

**The bidder must comply with the bid specification as per all terms and conditions of bid documents. In no case, deviation shall be accepted/ allowed.**

## **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 Employer in any circumstances.

### **9.1 Online Submission:**

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

- i) Declaration in respect of banning/ de-listing as per **Clause 2.3** of ITB.
- ii) **Pre- Contract Integrity Pact as per Clause 2.4 of ITB.**
- iii) Declaration regarding Insolvency and Bankruptcy Code 2016 as per Cl. 2.5 of ITB

- iv) Tender Acceptance Letter, Form of Declaration, Declarations by the Bidder (on Company Letter Head), ECS Form, Bid Proforma, Declaration of Insolvency, Declaration of Ineligibility, Declaration regarding Make –in-India 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.
- vi) Goods and Services Tax Registration No., PAN,
- vii) Undertaking by Bidder towards Conditions of Contract (Annexure-H & Annexure –I ) as in Section-IV
- viii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.
- ix) Notarized Power of Attorney in respect of the person authorized for signing the Bid with authority of the executant to execute the POA as per Clause 9.4 of ITB.
- x) Bid proposal sheets without any Price Information (FORMAT-) as per Section-V.
- xi) Certificate of Registration from IRDA for undertaking Life Insurance Business for 2014 along with proof of Annual Fee deposited for renewal for the year 2023-24 (duly attested by Notary Public and signed and sealed by authorized signatory of bidder).
- xii) Such other certificates/ documents/ forms as defined in the bid document.

**9.1.2 Part-II (FORMAT F-2):** It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantity and 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 Employer 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 Deleted

9.3 Deleted

9.4 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.

9.5 The Employer reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

9.6 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 Employer.

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

9.7 GST has been implemented by the Government w.e.f. 01.07.2017. The Consultant, except for the supplies for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit etc. Undertaking in the prescribed format for passing on benefit of Input Tax

Credit and compliance of Anti-profiteering clause under Section 171 of CGST Act/ SGST Act shall be submitted along with bid.

Taxes, duties, Income tax, 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 Consultant on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of Income Tax and 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 Employer.

9.8 The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. 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.

9.9 The bidder shall submit rate analysis of quoted price if so desired by the Employer.

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

9.11 The Contract shall be for the whole Works, based on the 'Schedule of Quantity and Price' submitted by the Bidder.

## **10. Deleted**

## **11. Modification, Substitution and Withdrawal of Bid:**

11.1 The server time of GeM portal will be considered as standard time for referencing the deadline for submission of the bids (i.e. Bid End Date & Time) by the bidders, opening of bid etc. The bidder should follow this time during bid submission.

11.2 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 will result in the bidder's forfeiture of its bid security and further their bid shall be considered non-responsive.

## **12. Opening of Bids by Employer:**

12.1 The Employer/ Authority inviting Tender will open the bids received (except those received late) 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 Employer, the Bids will be opened at the appointed time and location on the next working day.

12.2 Online Technical Bids (i.e. Part-I) shall be opened first.

12.3 Part-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per **Clause 2** as well as techno-commercially responsiveness as per **Clause 13** of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

12.4 The Part-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Work shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. 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 Employer 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 or Techno-Commercial Bid", the Employer will determine whether each Bid:

- (a) meets the eligibility criteria defined in **Clauses 2** of ITB;
- (b) has been properly signed; and
- (c) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantity and Price, 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 Employer'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 Employer, 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 Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. 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 Employer's request for clarification, its Bids may be rejected.

#### **14. Evaluation and Comparison of Bids:**

The Employer will evaluate and compare the Part-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 will be evaluated taking into account Total Premium quoted for all Scope of coverage(s) for respective sum-Insured, as per Section-V of 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 as enumerated under Section-V 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.

14.2 The In-Built Extensions, add-on covers, terms and conditions shall be provided to Employer without any financial implication. 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 & Employer's Right to accept any bid and to reject any or all Bids:**

15.1 The Employer will award the Contract to the Bidder who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of **Clause 2** of ITB; (b) determined substantive responsive and (c) and who has offered the lowest Evaluated Bid Price pursuant to **Clause 14** of ITB.

15.2 The Employer 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 Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.

15.3 In case two or more bidders are evaluated lowest (L-1), all those lowest bidders (L-1) shall be asked to participate in the Snap bidding at NHPC office and they will be required to submit their fresh financial bid lower than earlier submitted on spot basis. In case of snap bidding, the bid will be finalized with the bidder whose bid emerges to be the lowest on the basis of snap bidding in presence of bidders participating in the snap bidding.

15.4 The Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid in Schedule of Quantity & Price as enumerated in FORMAT F-2 under Section-V, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

15.5 The bidder needs to sign an undertaking as per Format F-3, confirming that no form of cartelization has taken place between the bidding participants. This undertaking is mandatory.

15.6 The Policy will be finalized with the Bidder, whose bid is found to be technically and commercially responsive, evaluated lowest with adequate Re-Insurer support, wherever required.

15.7 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the “Letter of Acceptance”, which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor.

#### **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 Employer, 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 Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- c) The Employer may declare a 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. No. of Death cases in last three years :**

Sl. No.	Year Policy Period	No. of Death cases during the year	Claim Settled	Claim Settled Amount(Rs.)
1.	2021-22 19.11.21-18.11.22	7	7	2084930/-
2.	2022-23 19.11.22-18.11.23	7 (Till August’ 2023)	7	1212823/-

Note: Insurance coverage Policy for the purpose of outstanding multipurpose advance has been taken with effect from 19.11.2021 onward only.



## 18. Definition of Make in India and Purchase Preference to Make in India:

### A) Definitions

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

**Class-I local supplier:** means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content equal to or more than 50%.

### B) Verification of local content:

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

## 19. 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 DPI IT.

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 authorised agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017.



## **CHECK LIST**

The list of documents required to be submitted Online are listed hereunder:

<b>Sl. No.</b>	<b>Document Required</b>	<b>Clause Ref.</b>	<b>Action required</b>	<b>Submitted (Yes / No) Please tick (√)</b>
1	The bidder must submit Notarized IRDA Certificate of Registration for 2014 along with proof of Annual Fee deposited for renewal for the year 2023-24	ITB Clause 2.1	To be submitted online	<input type="checkbox"/> / <input type="checkbox"/>
2.	Declaration in respect of banning/ de-listing (Declaration of Ineligibility)	ITB Clause 2.3 Section-III	To be submitted online	<input type="checkbox"/> / <input type="checkbox"/>
3.	Pre Contract Integrity Pact along with Annexure-A & Appendix-I to IV	ITB Clause 2.4	To be submitted online	<input type="checkbox"/> / <input type="checkbox"/>
4.	Declaration regarding Insolvency and Bankruptcy Code 2016	ITB Clause 2.5	To be submitted online	<input type="checkbox"/> / <input type="checkbox"/>
5.	Declaration regarding Make –in-India	ITB Clause 2.2 & 9.1.1	To be submitted online	<input type="checkbox"/> / <input type="checkbox"/>
6	Online Documents listed in Clause 9.1.1 of ITB	ITB Clause 9.1.1	To be submitted online	<input type="checkbox"/> / <input type="checkbox"/>
7.	All Forms & Schedules under Section-III	Section-III	To be submitted online	<input type="checkbox"/> / <input type="checkbox"/>
8.	Acceptance of Contract conditions as enumerated under Section-IV	Section-IV	To be submitted online	<input type="checkbox"/> / <input type="checkbox"/>
9.	Bid Proposal Sheets	Section-V	To be filled online	<input type="checkbox"/> / <input type="checkbox"/>

**This checklist duly tick marked shall be submitted with online submission.**

**SECTION – III**

**FORMS AND SCHEDULE**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

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**Sub: Acceptance of Terms & Conditions of Tender.****Tender ReferenceNo:** NH/CCW/CC-II/CO-268/PR10023/203**Name of Tender / Work: - Insurance Coverage of Outstanding Multipurpose Advance under “NHPC Employees Multipurpose Advance Insurance Scheme for a period of one year from 19.11.2023 to 18.11.2024”**

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 part of the contract and I/We shall abide hereby 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 as specified in NIT as mentioned in this tender document after the deadline date for online 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 comply with the eligibility requirements as per Bid documents.

Seal and Sign of Agency

Name:

Address:

## FORM OF DECLARATION

M/s-----**(name of Bidder)** having its registered office at ----- (hereinafter referred to as 'the Bidder') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for **Insurance Coverage of Outstanding Multipurpose Advance under "NHPC Employees Multipurpose Advance Insurance Scheme for a period of one year from 19.11.2023 to 18.11.2023"**, the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and have not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and

The above statement submitted by us is true and correct to our best knowledge.

Dated:

For and on behalf of the Bidder  
(To be signed by Power of Attorney Holder)

ECS – Form**NHPC Limited****ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)  
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**No. : 

1. BIDDER'S NAME : \_\_\_\_\_

a) ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

b) 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 or incorrect Information, I would not hold the user Company responsible.

Date:

(-----)  
Signature of the Bidder

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

(Bank's Stamp)

Date:

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

(on company Letter Head)  
Duly signed and sealed by Authorised Signatory of Bidder)

## **DECLARATIONS**

Description: Declarations to be submitted by bidder

Sl. No.	Description Type	Acceptance
1.	<b>No Deviation</b>	This is to certify that our offer is exactly in line with your tender enquiry This is to certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.
2.	<b>Undertaking (Terms and Conditions)</b>	I / We hereby undertake that we have studied and understood all the terms and conditions as mentioned in Tender Document and we agree to abide by the same unconditionally.
3.	<b>Correctness of Bid</b>	I / We hereby declare that information furnished with Bid is correct in all aspect.
4.	<b>Declaration of ineligibility for corrupt and fraudulent practices</b>	I / We hereby certify that I/We have not been declared ineligible under Para 6 of Guidelines on Banning of Business Dealings (Annexure-A) of Tender Document.
5.	<b>Banned / De-listed / De-barred</b>	I / We hereby certify that I/We have not been banned/delisted/blacklisted/debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) of Tender Document
6.	<b>Claim Settlement</b>	It is also certified that all Multipurpose Advance Claims will be settled in favour of M/s NHPC Limited within 07 (Seven) days from the date of receipt of Claim Form.
7.	<b>No Exclusion</b>	It is certified that we abide by “no exclusion” from the Policy related to “Insurance coverage for Outstanding Multipurpose Advance”.

**Accepted**

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

For and on behalf of : \_\_\_\_\_

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

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

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

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

(of the authorised representative of the bidder)

Official Seal of the Company

**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. Complete Name and Communication address of Bid Signatory

i) Name & Designation :

ii) Postal :

iii) Telephone/ Fax :

iv) E-mail

4. Former name of Firm/ Company (if any) :

5. Type of the Firm /Company :  
(Proprietary/ Partnership/ Private Ltd. Co./  
Public Ltd. Co.)

6. Year and place established :

MSE	Start-up

7. Are you registered with any Government/ PSU (if yes, give the details) for work of similar nature covered under the specifications

8. Have your Company ever been declared Bankrupt (if yes give the details) :

9. Whether the Prices quoted are firm/variable : Firm

10. Validity period of tender, reckoned after the deadline date for online bid submission. : As per NIT

11. 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)

12. Whether furnished & filled all schedules/ annexure appended to tender document :

13. Goods and Services Tax No. (GSTIN) :

14. (HSN/ SAC code) :

15. PAN :

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

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

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

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

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

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

(of the authorized representative of the bidder)

Official Seal of the Company:



**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 Employer.

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 Employer.

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

**Place:**

**Date:**

**[Signature of Authorized Signatory of Bidder]**

**Name:**

**Designation:**

**Seal:**

**Name of Work:- Insurance Coverage of Outstanding Multipurpose Advance under “NHPC Employees Multipurpose Advance Insurance Scheme for a period of one year from 19.11.2023 to 18.11.2024”**

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

Item Description	Country of Origin	% of Local Content
Insurance Coverage of Outstanding Multipurpose Advance under “NHPC Employees Multipurpose Advance Insurance Scheme for a period of one year from 19.11.2023 to 18.11.2024”	India	More than 50%

[To be uploaded online (scanned copy)]

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

**“Self-Declaration by the Bidder”**

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

In case there is any change in above status upto the period of bid evaluation, same shall be informed to Employer by undersigned immediately.

**(Seal & Signature of Bidder)**

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

**Declaration of Ineligibility**

“I/ We, M/s ..... hereby certify that I/we have not been declared ineligible in accordance with para 6 of Guidelines on Banning of Business Dealings.”

In case there is any change in above status upto the period of bid evaluation, same shall be informed to Employer by undersigned immediately.

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

**(Format of Integrity Pact)**

**PRE CONTRACT INTEGRITY PACT  
Between**

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

**And**

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for **Insurance Coverage of Outstanding Multipurpose Advance under “NHPC Employees Multipurpose Advance Insurance Scheme for a period of one year from 19.11.2023 to 18.11.2024”** and the Bidder/Contractor is willing to offer against NIT No. **NH/CCW/CC-II/CO-268/PR10023/203**.

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

NOW, THEREFORE,

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

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

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

**1.0 Commitments of the Employer**

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

- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

### **3.0 Commitments of the Bidder(s)/Contractor(s)**

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

- 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any /all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other

intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public 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:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
  - (iv) Deleted.
  - (v) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
  - (vi) Deleted.
  - (vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of “Guidelines on Banning of Business Dealings” of NHPC Ltd. (**Annexure-A**), which may be further extended at the discretion of the Employer.
  - (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
  - (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **7.0 Independent External Monitor(s)**



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

## **8.0 Facilitation of Investigation**

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

## **9.0 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e. Faridabad (Haryana). The arbitration clause

provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

#### **10.0 Other Legal Actions**

- 10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 10.2 Changes and supplements as well as termination notice need to be made in writing.
- 10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

#### **11.0 Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.
- 11.3 Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the Employer

For & On behalf of the Bidder / Contractor

(Office Seal)

Place-----

Date-----

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

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

(Office Seal)

Place-----

Date-----

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

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

**Guidelines on Banning Business Dealings****1.0 Introduction**

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

**2.0 Scope**

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

**3.0 Definitions**

In these Guidelines, unless the context otherwise requires:

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

Competent Authority: General Manager of the concerned Division

Appellate Authority : Next higher Authority

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

#### **4.0 Initiation of Suspension /Banning**

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

#### **5.0 Suspension of Business Dealings.**

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

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

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

- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not 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).

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

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:

- a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 “Show Cause Notice”.
- c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

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

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

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

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

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

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

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

#### **7.5 Speaking Order**

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

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication.



Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Appendix– III**.

## **7.6 Period of banning**

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

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

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

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

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

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



**(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 where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

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

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

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm

in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.

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

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

.....

Attn.: Shri .....

**Sub: Show Cause Notice**

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.

**(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:

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

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

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

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

**ii) Banning of joint Venture:**

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

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

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

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

On expiry of the above period of Banning, you may approach..... (Indicate the concerned procurement department), with request for revocation of the order

mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

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

Appellate Authority : .....

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of NHPC.

**Note:** Strikeout whichever is not applicable

**(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 CONTRACT**

- a) SCOPE OF INSURANCE COVER AND SPECIAL TERMS & CONDITION OF CONTRACT**
- b) NHPC EMPLOYEES (MULTIPURPOSE ADVANCE) RULES**
- c) FORM OF AGREEMENT**



(Duly signed and sealed by Authorised Signatory of Bidder and upload online )

**SCOPE OF INSURANCE COVER AND SPECIAL TERMS & CONDITIONS OF CONTRACT**

1.	The Scope of Insurance Cover and Special Terms & Conditions are to be read in conjunction with the NHPC Employees (Multipurpose Advance) Group Insurance Scheme” at Annexure-I.
2.	Policy will cover all kinds of death including Suicide.
3.	The Policy will be valid for a period of 01(one) year w.e.f. 19.11.2023 to 18.11.2024. It will cover all the employees whose Multipurpose Advance is outstanding as on 19.11.2023 and also employees who are drawing Multipurpose Advance during the currency of Policy Period.
4.	The period of policy may be extended for further period of one year or part period as per requirement of NHPC Limited on the same terms and conditions entered between insurance company and NHPC Limited on mutual consent.
5.	Tentative premium shall be released on the basis of the data mentioned in the Schedule of Quantity and Price on or before 19.11.2023. Subsequently actual premium shall be released to the insurance company on the basis of exact number of employees and amount of coverage as on 19.11.2023. In case the tentative amount paid to the insurance company is more than actual premium payable as on 19.11.2023, it shall be adjusted.
6.	NHPC Limited will also release an additional adjustable premium (Cash Deposit Amount) of Rs.3,50,000/- (Rupees Three Lakhs and fifty thousand only) along with the tentative premium amount for providing the insurance coverage for new entrants during the currency of the insurance policy. The amount will be adjusted on pro rata basis for increasing of sum insured due to new entrants to the policy. A monthly data of new entrants shall be provided to insurance company and the policy shall cover from date of drawl of Multipurpose Advance from NHPC. In case, Cash Deposit amount is consumed during the policy period against the new entrants of Multipurpose Advance borrowers, additional premium shall payable to the insurance company against the Proforma Invoice raised by the insurance company to provide insurance coverage of new Multipurpose Advance borrowers. The Cash deposit amount shall be reconciled at the end of the policy.
7.	The extent coverage will be the outstanding amount (Principal + Interest accrued), subject to a maximum of Rs.10.00 lakhs per employee.
8.	NHPC Limited obtains NHPC Employee Multipurpose Advance Group Insurance Policy without any break from one insurance company to another insurance company and “Actively at Work certificate” will not be applicable. Free cover limit will be Rs. 10.00 lakhs without medical examination.
9.	Being the beneficiary of the insurance policy, all claims (reported, late reported or unreported) of deceased employees shall be settled in-favour of NHPC Limited

	only within 07 (Seven) days from the receipt of Claim Form. It may be noted that for the purpose of claim settlement, only the copy of death certificate shall be provided along with claim form duly filled-in and no any other documents shall be provided. Further, it may also be noted clearly that the declaration / undertaking which will be submitted by the bidder in the form of Declaration (Annexure-C) regarding acceptance of risk without any deviation of our tender document and no any additional clause can be added by bidder in the Policy Document which would be deemed a Deviation.
10.	The total quoted premium in figure shall be treated as final premium and accordingly on the basis of the final premium, evaluation of status of the Insurance Company in respect of L-1 etc. shall be decided.
11.	Participation in bidding process will be considered as token acceptance of all terms and condition of tender document.
12.	Governing Laws & Jurisdiction: The contract shall be governed by and interpreted in accordance with the law of India and Jurisdiction of courts for dispute resolution shall be at Faridabad (Haryana).
13.	<b>Taxes &amp; duties :</b>
13.1	<p>The premium quoted by the bidder in Price Schedule (i.e. SOQP) shall be inclusive of all the applicable taxes, duties &amp; other levies including GST prevailing on 28 (twenty eight) days prior to the last date of online bid submission. All applicable taxes shall be borne by the Insurance Company (i.e. contractor) and the Employer shall not entertain any claim in this regard.</p> <p>GST assessed on Employer shall also be included in the prices/rates, which shall be deducted from the Contractor's bill and deposited to the concerned authority by the Employer. TDS wherever statutorily required, under any tax Act/rule shall be deducted and deposited and necessary certificate will be provided by the employer.</p>
13.2	The HSN/SAC mentioned in Bid Proforma ( Annexure-F) shall prevail throughout the entire contract period (including extension period if any) and no alteration thereof is permissible during contract for any reason whatsoever, unless otherwise specified in any other provisions of this contract or required due to change in tax law.
13.3	Statutory variation in GST rate or levy of any new tax after 28 days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidences. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor. Further, the change in the rates of corresponding HSN/SAC Codes shall only be considered for reimbursement/adjustment under the clause.
13.4	Any GST liability on accord of liquidated damages / compensation shall be borne by the contractor.
14.	Paying Authority : Senior Manager (Finance)-Bills, Finance Division, 4th Floor, NHPC Limited, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
15.	<p>After issuing Award Letter to L1 Bidder, the release of premium payment will be subject to issue of Premium / Proforma Invoice by Successful bidder (within 24 Hours or within one working day) consisting particular of works, total premium amount, rate of GST, (in relation to HSN / SAC Code furnished in the Bid) amount of GST, GST Number, PAN Number, Banking details SAC Code, HSN Code, banking details (name of Bank and branch, Account Name, Account Number, NEFT/IFSC Code etc.) along with a copy of cancelled cheque of L1 bidder. NHPC Limited will not be responsible if premium payment is delayed due to non- submission of Proforma Invoice within 24 Hours or within one working day by the Successful insurance company.</p> <p>It may also be noted that at the time of release of tentative premium, the TDS shall be deducted as per GST rules.</p>
16.	The Insurance Company shall issue Final GST Invoice consisting proper Premium Receipt mentioning Invoice Number with date, name and address of M/s NHPC Limited and awarded

	Insurance Company, GSTIN Number of M/s NHPC Limited and CGST/SGST/IGST Number as applicable within 3 working days from the date of receipt of premium amount .  Further, Premium Receipt/Tax Invoice must be separately disclosed clearly mentioning Premium Amount, GST Amount, Rate/Percentage of GST and Total Amount.
17.	Group Dy. General Manager / Dy. General Manager/ Group Sr. Manager/ Sr. Manager of EMS Division shall be the Officer-in-Charge of this policy.
18.	<b>SETTLEMENT OF DISPUTES :</b>
18.1	<b>Amicable Settlement :</b>
	<p>i) 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.</p> <p>ii) Any dispute in respect of which the Client and the Consultant have failed to reach at an amicable settlement pursuant of Sub-Clause 18.1(i), shall be finally be referred to the Competent Court at Faridabad, Haryana.</p> <p>iii) In case of contract with another Central Public Sector Enterprises and Government Department(s)/ Organization(s) ( ) (excluding disputes related to Railways , Income Tax, Custom &amp; Excise Department), 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 disputes related to Railways , Income Tax, Custom &amp; Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.</p>
19.0	<b>Governing Laws &amp; Jurisdiction</b>
	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.
20.0	<b>Corrupt &amp; Fraudulent Practices</b>
	It is expected from the Bidders/ suppliers/ contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:
(a)	<p>for the purposes of this provision, the terms set forth below shall mean as under:</p> <p>(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;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(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, non-competitive</p>

	<p>levels;</p> <p>(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;</p>
(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 & cost of the defaulting insurer. The insurer shall not be entitled for any compensation whatsoever under this clause.
21.0	<p><b>Agreement &amp; Integrity Pact :</b></p> <p>To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.</p> <p>The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt / fraudulent / collusive / coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided into Tender Document is a basic qualifying requirement.</p> <p>Integrity pact is to be executed on plain paper at the time of submission of bid. The successful bidder (contractor) shall execute Integrity Pact on Non-judicial Stamp Paper of appropriate value as a part of Contract.</p> <p>The Insurer shall also execute a Contract Agreement with NHPC on non-judicial paper of appropriate value as per Stamp Act in the format appended within 10 days from the date of issue of Letter of Acceptance.</p>

**It may also be noted that at the time of release of tentative premium, the TDS shall be deducted as per prevailing GST rules.**

**Accepted Signature with Seal**

(Duly signed, sealed by Authorised Signatory of Bidder )

## **NHPC EMPLOYEES (MULTIPURPOSE ADVANCE) RULES**

### **1. DEFINITIONS:**

In these rules, the following words and expressions shall, unless repugnant to the context, have the following meanings:

- i) **"THE EMPLOYER/ CORPORATION/CLIENT"** shall mean **NHPC LTD.**
- ii) **"THE COMPANY /Contractor/ Insurer"** providing the subject Insurance Policy .
- iii) **"THE RULES"** shall mean the NHPC Employees (Multipurpose Advance) Rules
- iv) Deleted
- v) **"THE BORROWER/ THE MEMBER"** shall mean an employee of NHPC who has been sanctioned Multipurpose Advance by the employer and for whom a loan either in full or in part has been disbursed by the employer on or after the effective date, hereinafter defined.
- vi) **"THE LOAN"** for the purpose of this policy shall mean the amount of Multipurpose Advance against an employee not exceeding Rs. 10 lakhs on commencement of the policy or on actual entry date (In terms of Part-I Office Order No. 86/2020, dated 01.12.2020).
- vii) Deleted.
- viii) **"EFFECTIVE DATE"** shall mean, the date as from which the Loan (Advance) commences.
- ix) **"ENTRY DATE"** shall mean (a) in relation to the members joining Multipurpose Advance /Loan on the effective date, and (b) in relation to the new Members admitted to the Loan after the effective date, the date on which the loan is disbursed to them.
- x) **"ANNUAL RENEWAL DATE"** shall mean, in relation to the Loan the renewal date(s) as required to renew the insurance in each subsequent year.
- xi) **"TERMINAL DATE"** shall mean the date on which (i) loan repayment is over (ii) the member ceases to be in the employment of the Corporation on superannuation or otherwise.  
**"THE ASSURANCE"** shall mean the particular assurance effected or to be effected on the life of the Member.
- xii) **"OUTSTANDING INDEBTNESS"** shall mean in relation to the member, the sum of amount of outstanding principal Multipurpose Advance thereon, subject to a maximum of Rs. **10,00,000/-** .

**"NORMAL DATE OF RETIREMENT"** shall mean the date in which the member superannuates.

### **2. EMPLOYER TO DEAL WITH THE COMPANY:**

The employer will act for and on behalf of the Member in all the matters relating to the Policy and every act done by agreement made with and notice given to the Company by the Employer shall be binding on the members.

### **3. THE EMPLOYER TO FURNISH REQUIREMENTS:**

The Employer shall furnish to the Company the relevant particulars of the Members as are required in connection with the smooth administration of the policy, such as notifications regarding admission of New Members, amount of loan disbursed, defaults in repayments, repayment of full loan, death of the Members, etc. so as to enable the Company to take appropriate action. However, in no circumstances "Actively-at-Work certificate" will be issued to the Insurance Company.

### **4. MEMBERSHIP:**

All employees who have been sanctioned Multipurpose Advance and who have the outstanding amount of Multipurpose Advance with the Employer and not attained retirement on Superannuation / left the employment of NHPC shall, subject to the provisions of Rule 6 of IRDA thereof, be eligible to participate in the benefits of the Rule.

5. EVIDENCE OF AGE:

Evidence of age satisfactory to the Company shall be furnished by the Employer as submitted by the Member at the time of joining /entry.

6. INSURABILITY CONDITION:

The Insurance Company will have to adhere to all conditions as laid down by the Employer during the time of tendering.

7. MASTER POLICY:

The Insurance Company will issue to the Corporation, the Master Policy incorporating all the terms and conditions governing the Assurance effected under the Rule which may be revised subject to addition/ deletion of Members to be provided time to time.

8. ASSURANCE:

Subject to the provisions of Rule 6 of IRDA, an Assurance shall be effected on the life of each member under One Year Renewal Group Term Assurance Plan for a sum assured equal to the Outstanding Indebtedness on the start day of the policy, or Rs.10.00 lakhs, whichever is less. The sum assured shall be revised on the subsequent Annual Renewal Dates having regard to the aggregate of the sums since deemed to have been repaid towards part of the principal thereon in the relevant year. The Assurance shall be held by the Employer UPON TRUST for the benefit of the Members to be utilized for the purpose of liquidating their outstanding indebtedness. The balance amount, if any, remitting out of the claim amount after setting the actual indebtedness of the deceased member, shall be paid by the Employer to the nominee of the member concerned.

All assurances effected under the rule / policy shall be Indian Contracts and they will be subject to Indian Laws including the Indian Insurance Act, 1938, the Life Insurance Corporation Act'1956, the rules and regulations as framed by IRDA from time to time or any other rules/laws notified from time to time by appropriate authority in this regard.

The Income Tax Act' 1961 and the amendments thereto and to any legislation subsequently introduced shall be applicable. All benefits under the policy arising out of death of any Member shall be payable in Indian Rupees.

9. PREMIUMS:

The premium under which the Insurance Company is prepared to arrange the policy shall be subject to an agreement between the Employer and the Company.

The Employer shall pay to the Company in respect of the Master Policy against eligible member on the Effective Date and on every Annual Renewal Date such premiums as are required to secure and continue the assurance on the life of the Member for the relevant Sum Assured as specified in Rule 7 of IRDA. The premium payable to the Company will be decided on the outstanding principal amount of Multipurpose Advance, calculated on pro-rata basis as quoted in Schedule of Quantity & Prices.



Tentative premium shall be released on the basis of the Awarded Amount subject to issue of Proforma Invoice by Insurer (within 3 working days) consisting of particular of Policy, total premium amount, rate of GST, amount of GST, GST Number, PAN Number, SAC Code, HSN Code, banking details (name of Bank and branch, Account Name, Account Number, NEFT/IFSC Code etc.). NHPC Limited will not be responsible if premium payment is delayed due to non-submission of Proforma Invoice on time.

However, the tentative premium shall be subject to adjustment (to be paid/deducted), if any, on the basis of actual calculation of premium after the receipt of details of exact amount of coverage as on 10th day after issuance of LOA and in such case, the Premium amount for the policy shall be calculated pro-rata basis with the awarded Premium amount.

After receipt of such adjustment in premium amount, the insurance company within 03 days from the date of receipt of premium amount, shall issue Final GST Invoice consisting of proper Premium Receipt mentioning GSTIN, Invoice Number with date, name and address of the Employer (M/s NHPC Limited)/Company and issue the detailed Policy Certificate/Document. Further, Premium Receipt/Tax Invoice must be separately disclosed clearly mentioning Premium Amount, GST Amount, Rate/Percentage of GST and Total Amount.

It may also be noted that whenever any premium is released in favour of the Company by the Employer, the TDS shall be deducted as per prevailing rules.

It is intimated that in NHPC, the retirement/superannuation age is 60 (Sixty) years and employees born on or after 2nd day of month are superannuated on the last day of birth month. However, the employees born on 1st day of month are superannuated on the last day of previous month.

#### 10. BENEFIT ON DEATH PRIOR TO NORMAL RETIREMENT DATE:

Upon the deaths due to any reason (Normal/Accidental/Suicide) in India/Abroad of a Member whilst being covered under the Rules/policy, the Sum Assured under the Assurance then in force shall payable to NHPC. On production of proof of death of the member in India/ Abroad, the Company shall pay the Sum Assured and the same shall be utilized by the NHPC for the purpose of liquidating the outstanding Indebtedness of the Borrower by effecting a reduction in the loan outstanding in respect of him. PROVIDED THAT, if the Sum Assured under the Assurance exceeds the outstanding indebtedness, the excess sum assured shall be paid by employer to the nominee of the member concerned. and in no circumstances "Active-at-Work certificate" will be issued to the Insurance Company.

#### 11. TERMINATION OF ASSURANCE:

The Assurance on the life of Member shall forthwith terminate upon the happening of anyone of the following events and no benefit will become payable thereunder:

- i) The member reaching the Terminal Date.
- ii) If the premium is not paid by NHPC within stipulated period.
- iii) If the Outstanding Indebtedness is extinguished any time prior to the Terminal Date.
- iv) The member ceasing to be an employee of NHPC.

Accepted

**Signature with Seal**

**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/ Insured" 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 Consultant for the execution and completion of such Works and the remedying of any defects therein at the cost of ---- (Rupees-----).

**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) Conditions of Contract (including Scope & Conditions of Insurance Cover)
  - iii) Schedule of Quantity and Price;
  - iv) 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.-----



**CONTACTS DETAILS FOR ANY OTHER INFORMATION**

*(For Information purpose only)*

For any other information regarding Tender “**Insurance coverage of outstanding Multipurpose Advance under NHPC Employees Group Insurance Scheme for a period of one year (19.11.2023 to 18.11.2024)**”, please contact followings:

Shri Deepak Kumar Gautam, Group Dy.General Manager (HR)- Estate Management Services Division, First Floor, Neer Shakti Sadan, NHPC Limited, NHPC Office Complex, Sector – 33, Faridabad-121003 (Haryana) (E-mail: [emsconhpc@nhpc.nic.in](mailto:emsconhpc@nhpc.nic.in)).

**SECTION – V**

**BID PROPOSAL SHEETS**

(Scanned Price Bid Undertaking duly signed and sealed by Authorized Signatory of Bidder and uploaded online)

**PRICE BID UNDERTAKING**

From: (Full name and address of the Bidder) : -----

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To,

Dear Sir/Madam,

1. I submit the Price Bid  
for \_\_\_\_\_  
\_\_\_\_\_ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the Price Bid i.e. "Schedule of Quantities and Prices" inclusive of all applicable taxes & duties etc.

**Yours Faithfully,**

**Signature of authorized Representative:**

**BID PROPOSAL SUBMISSION FORM**

**SUB: Insurance Coverage of Outstanding Multipurpose Advance under “NHPC Employees Multipurpose Advance Insurance Scheme for a period of one year from 19.11.2023 to 18.11.2024”.**

Bid Ref No. and Date

Bidder's Name and Address

Person to be Contacted – Name & Designation

Telephone No.

Fax No. / E-Mail

To.

General Manager (CC-II),  
Contracts (Civil) Division,  
NHPC LTD, NHPC Office Complex,  
Sector-33, Faridabad-121003,  
Haryana.

Dear Sir,

1.0 We hereby propose to provide Insurance Coverage for Outstanding Multipurpose Advance outlined in your bidding documents.

We have understood the instructions and 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 conditions 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 The following are hereby furnished in addition to other information as sought in bidding documents.

I. On line Price Schedule (Format F-2).

II. Undertaking for Non-Cartelization (Format F-3).

3.0 Our Price bid is submitted as per Price Schedule in line with the requirement of bidding documents.

4.0 We declare that the Total Insurance Premium quoted in Indian Rupees is on firm price basis for the entire Scope of Insurance Coverage and shall not be subject to any variation for the entire period of

the insurance cover, detailed in Bidding Documents. We further declare that the quoted price include all applicable taxes, duties, levies prevailing on 28 days prior to date of bid submission payable under aforesaid assignment.

5.0 We have furnished details of deviations and exclusions (clause wise) taken with reference to bidding documents provisions, in our offer.

6.0 Our Bid Proposal shall remain valid for acceptance for a period as per NIT from the date of closing of online bid submission or amendment thereof.

7.0 Shri\_\_\_\_\_ shall act as our representative to interact and deal with NHPC throughout the finalization, implementation and claims settlement process with respect to Insurance Covers under reference.

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

Signatures.....  
Name.....  
Designation.....  
Seal.....

**Schedule of Quantities and Prices (BOQ)**

Name of Work: Insurance Coverage of Multipurpose Advance under NHPC Employees Group Insurance Scheme for a Period of One Year (19.11.2023 to 18.11.2024)

**Bid No.:** GEM/2023/B/3984625

**Tender Reference No:** NH/CCW/CC-II/CO-268/PR10023/203

Sl. No	Item Description	Units	Sum to be insured in Rs (₹)	Premium amount Including GST (₹)	TOTAL premium amount Including GST (₹)	Total amount In Words
1	2	3	4	5	6	7
1	Insurance Coverage of Multipurpose Advance under NHPC Employees Group Insurance Scheme for a Period of One Year (19.11.2023 to 18.11.2024)	Lump sum	575330816.00	To be quoted online.	0.00	INR Zero Only
	<b>Total in Figures</b>				0.00	INR Zero Only
	<b>Quoted Rate in Words</b>	<b>INR Zero Only</b>				

**Note : -**

Price Bid related information is to be filled online only.

1. The Bidder has to quote Premium Amount (Including GST) in Indian Currency i.e. INR (Rupees) in Column \_\_\_\_.
2. The rate quoted must be inclusive of all other administrative charges, stamp duties etc. for the policy & for such charges insurance company will be solely responsible.
3. The unit rates and other charges as mentioned in this schedule will remain firm till the Completion of Policy period/ subject work is completed. Further, it is confirmed that no other charges would be payable by NHPC in connection with our execution of work order except as contained in the Bid Document.
4. The Contract price shall mean gross total price in column no.-\_\_ (i.e. L1 Bidder will be decided on the basis of column no.- )

**Undertaking for Non-Cartelization**

I, \_\_\_\_\_ (Mr. /Ms. ABC XYZ, General Manager/ 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.

(Signature)

(Mr. /Ms. ABC XYZ)

(General Manager/ Authorized person from Head Office)

(Insurance co.)