# Contract|अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687730435216 Contract Generated Date | अनुबंध तिथि: 13-Apr-2023

Bid/RA/PBP No.|बोली/आरए/पीबीपी संख्या: <u>GEM/2023/B/3135276</u>

Organisation Details|संगठन विवरण

Type।प्ररूप: Central PSU Ministry|मंत्रालय : Ministry of Power Department|विभाग : Hydro Power

Organisation Name|संगठन का नाम : North Eastern Electric Power Corporation Limited Contracts and Procurement department shillong

Office Zone|कार्यालय क्षेत्र:

Email ID|ईमेल आईडी : nkithan.neepco@nic.in

GSTIN | जीएसटीआईएन :

Designation | पद :

Contact No.|संपर्क नंबर :

Buyer Details|खरीदार विवरण

Brookland Compound, Lower New Colony, Shillong, Address|पता: EAST KHASI HILLS, MEGHALAYA-793003, India

Financial Approval Detail|वित्तीय स्वीकृति विवरण

IFD Concurrence|आईएफडी सहमति: No

Designation of Administrative Approval

प्रशासनिक अनुमोदन का पदनाम:

Designation of Financial Approval

वित्तीय अनुमोदन का पदनाम :

ED(C&P)

GM(Finance)

Paying Authority Details | भुगतान प्राधिकरण विवरण

DGM C

0364-2228747-

Role: PAO Payment Mode|

Internet Banking भुगतान का तरीका: DGM Finance

Designation। पद : Email ID|ईमेल आईडी : rkjha.neepco@nic.in GSTIN|जीएसटीआईएन : 17AAACN9991J1ZT

Brookland Compound, Lower New Colony, Shillong, Address। पताः East Khasi hills, MEGHALAYA-793003, India

# Consignee Details|परेषिती विवरण

S.No  क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क : 0364-2228747- Email ID ईमेल आईडी : vijayprakash.neepco@nic.in GSTIN जीएसटीआईएन : - Address पता : Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	Assets Insurance Service - All Risk Policy; Property Damage Cover, Standard Fire & Special Perils Cover, Storm, Typhoon, Hurricane, Tornado, Flood and Inundation (STFI) Cover, Business Interruption (Loss of Profit) Cover, MBD (Machinery breakdown) Co

# Service Provider Details। सेवा प्रदाता विवरण

GeM Seller ID|जेम विक्रैता आईडी : 50GD210002119448

Company Name|कंपनी का नाम : RELIANCE GENERAL INSURANCE COMPANY LIMITED

Contact No.|संपर्क नंबर : 09819249879

Email ID|ईमेल आईडी : sameer.bhosle@relianceada.com

Oberoi Commerz 6th Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East)

Address|पता : | Mumbai,

Mumbai, MAHARASHTRA-400063, -

MSME verified | एमएसएमई सत्यापित :

MSME Registration number|एमएसएमई पंजीकरण संख्या :

GSTIN|जीएसटीआईएन: 27AABCR6747B1ZG

\*GST / Tax invoice to be raised in the name of|जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

# Service Details|सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम) : 18-Apr-2023

Service End Date। सेवा समाप्ति तिथि: 18-Apr-2024

Category Name | श्रेणी नाम : Assets Insurance Service

Billing Cycl	illing Cycle बिलिग चक्र : yearly			
	Description विवरण	Number of assets to be insured	Total Premium ( in INR)	
Risk Inspection (Assessment) Report of assets to be provided by Buyer	No			
Type of Risk Coverage	Property Damage Cover, Standard Fire & Special Perils Cover, Storm, Typhoon, Hurricane, Tornado, Flood and Inundation (STFI) Cover, Business Interruption (Loss of Profit) Cover, MBD (Machinery breakdown) Cover, Terrorism Cover, Earthquake Cover, Theft/Burglary Cover			
Premium Payment	Single Premium			

Options			
List of		1	66715055.000
Insurer from	Acko General Insurance Ltd., Agriculture Insurance Company of India Ltd., Bajaj Allianz General Insurance Co. Ltd, Bharti AXA General	•	
where	Insurance Co. Ltd., Cholamandalam MS General Insurance Co. Ltd., Edelweiss General Insurance Co. Ltd., ECGC Ltd., Future Generali India		
insurance to	Insurance Co. Ltd., Go Digit General Insurance Ltd., HDFC ERGO General Insurance Co.Ltd., ICICI LOMBARD General Insurance Co. Ltd., IFFCO		
be taken(can	TOKIO General Insurance Co. Ltd., Kotak Mahindra General Insurance Co. Ltd., Liberty General Insurance Ltd., Magma HDI General		
indicate	Insurance Co. Ltd., National Insurance Co. Ltd., Raheja QBE General Insurance Co. Ltd., Reliance General Insurance Co. Ltd., Royal Sundaram		
multiple	General Insurance Co. Ltd., SBI General Insurance Co. Ltd., Shriram General Insurance Co. Ltd., Tata AIG General Insurance Co. Ltd., The New		
service providers)	India Assurance Co. Ltd., The Oriental Insurance Co. Ltd., United India Insurance Co. Ltd., Universal Sompo General Insurance Co. Ltd.		
Re-insurance Arrangement	Mandatory		
Type of Asset Insurance Policy	All Risk Policy		
	Total Amount (Formula) कुल राशि (सूत्र) : (Total Premium ( in INR))		

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Total Value without Addons  ऐडऑन के बिना कुल मूल्य (INR)	66715055	
Total Addon Value कुल एडऑन मूल्य (INR)	0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	66715055	

# Additional Details|अतिरिक्त जानकारिया

- Deductible (if any): AS per Terms and Conditions of ATC.
- Type of Assets : Industrial All Risk (IAR) Insurance Policy for the Assets of Assam Gas Based Power Station (291 MW), AGBPS, Bokuloni, Assam, for a period of 1(one) year w.e.f. 00:00:00 Hours of 19.04.2023.
- Total Sum Assured (INR): 3000.92.63.823.57
- Method used for Valuation of Assets (WDV or RIV): RIV
- Details of Co-Insurance (if applicable): Not Applicable

Amount of Contract अनुबंध की राशि		
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	66715055	
Price Break up offered मूल्य विभाजन की पेशकश की : <u>Price Break up offered Document link प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिक</u>		

## SLA Details | एसएलए विवरण

#### Asset Insurance

#### SERVICE STC

#### SPECIAL TERMS AND CONDITIONS FOR

#### 1. Preamble

- All contracts related to Asset Insurance placed through GeM shall be governed by the following set of Terms and Conditions:
- 1. General terms and conditions for Goods and Services

II. Service STC contained in this document

III. BID / Reverse Auction specific ATC

- The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.
- This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Government/Buyer and Agency/Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.

#### 2. Objectives and Goal

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the service provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the Buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

### 3. Stakeholders

The main stakeholders associated with this agreement are:

- Buyer: The Buyer/ Client is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms
- Service Provider: The service provider is responsible to provide all the required services in timely manner and to the satisfaction of Buyer or its authorized representative. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and Deductions in case of non-

adherence to the defined terms and conditions.

#### 4. Service Scope

The Service Provider to provide insurance of Buyer's Assets.

#### 5. Standard Terms and Conditions for Insurance

- The terms and conditions of insurance cover and the policies, warranties and clauses need to be strictly in line with the provisions and notifications issued by IRDA from time to time.
- The Service Provider must agree with all the Terms and Conditions specified in the bid document by the Buyer. The policy issued by the Insurer must be compliant with the T&C of the bid document.
- Fair disclosure of material features relating to the risks should be disclosed by the Buyers to the insurers to enable them understand the risks and quote appropriate terms.
- The Buyer reserves the right to reject the tender / bid if the proposal of the bidder mentions exceptions, conditions or special conditions that are not aligned with the Terms and Conditions as specified by the Buyer in the Bid document.
- During pre-qualification and evaluation of the bid, the Buyer may, at its discretion, ask bidders for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the Buyer.
- Insurer should clearly indicate the list of 'Exclusions and Assumptions' in the proposal they submit to Buyer.
- Once an insurance has been awarded (policy has been purchased) for a given period, the insurance company shall have no right to unilaterally terminate the operation of the policy during this period.
- In case there is an addition during the contract (policy) period, the coverage would be extended without any reservation. The Buyer will intimate all such new additions to the Insurer periodically. Additional premium, if any, due to such inclusion may be advised to Buyer periodically. Similarly, for separations the Buyer will inform the Insurer and the premium to be paid by Buyer would be pro-rated/ recalculated.
- In case of foreclosure of the policy/contract, the premium on pro rata basis should be refunded
- No insurer shall assume any risk in India in respect of any insurance business unless and until the due insurance premium is paid in advance before the commencement of Risk date/time.
- Insurance companies may offer Add-on covers as per IRDA guidelines in-addition-to the coverage sought in this Tender. No weightage will be given to such Free Add-on covers during bid evaluation. However, any such Add-Ons indicated in proposal by Bidder must mandatorily be offered to all the insured.
- The bidders (Service Providers) must not divulge personal information of the insured to any external party, without the consent of the Buyer
- In case of any grievances, Buyer may file complaints either with the concerned Insurance Company or with Insurance Regulatory and Development Authority (IRDA).
- The details of the Insurance Ombudsman for all jurisdictions must be clearly indicated by the Service Provider, where necessary.
- Before the end of contract, the Insurer must give a detailed report with the statistics of the insurance claimed during the period
- The Buyer may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidders, if the bidder makes any misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements or if the bidder fails to provide related clarifications sought by Buyer within the stipulated timelines.
- Service Provider must keep confidential any information received from or about Buyer because of or in connection with the submission of the bid response. The Buyer will also not disclose the information provided by Bidder in a response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.
- Whilst all reasonable care has been taken by Buyer when providing information in this bid document, the figures, documents and details are presented in good faith.

  Bidders indemnify Buyer from any claims, liabilities or costs that may arise due to this. Bidders may seek additional information where deemed necessary but the decision to provide any additional details will be the sole discretion of the Buyer.
- More than one bid from the same bidder shall disqualify the bidder from participation in the bid.

#### 6. Standard Terms and Conditions for Asset Insurance

- o The Buyer must inform the Insurer in the event of movement (change in location) of any of the insured assets
- o The insurance Company shall appoint a surveyor immediately on receipt of claim(s) intimation from Buyer and shall coordinate for immediate settlement of claim
- If an item is added or the scope of coverage (sum insured) is increased during the policy period, the proportionate premium for the unexpired period of insurance will be paid to the Insurer.
- If an item is removed from the coverage or its coverage (sum insured) is decreased during the policy period, the proportionate premium for the unexpired period of insurance will be refunded by the Insurer to the Insured.
- If any ongoing modernization activity of Buyer results in capacity addition during the period of insurance, pro-rata premium will be paid for the unexpired period of insurance for the additional value of the augmented capacity.
- o Insurance Company to furnish a declaration stating compliance with all guidelines of Tariff Advisory Committee of IRDA. The Buyer (Insured) will not be responsible in case of any non-compliance by the Insurer with the guidelines of the regulator.
- The insurance Service Provider shall submit to the Buyer a statement of "Claims Pending for Settlement with reasons" and "Claims Settled in the previous month" in the first week of every month. The details must be provided in the format specified by the Buyer.
- In case the Contract is terminated for any reason, the Insurance Service Provider shall be under obligation to refund pro-rata premium for the un-expired period apart from settling all pending claims

#### 7. Service Formula

The following formula will be used to calculate the value of this contract.

Total Contract Value = Total Premium quoted by service provider.

# 8. Payment Schedule

- The Payment Procedure shall be as specified in the General Terms and Conditions of GeM.
- Payment schedule to be as per payment terms specified in bid document.

# 9. SLAs and Deductions

S.No. SLA Deduction

Settlement of all claims by Service Provider within 30

Interest at the rate of 20% p.a. on the delayed claim

from the date of submission of complete documents by

the Buver.

#### Corrigendum।शद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-03-13 16:00:00

Additional Required Data/Document(s) : Buyer|अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. Buyer to specify the Service Provider must have a Solvency Ratio more than YYY%: 150%

2. Details for Assets to be insured: click here

3. Scope Inclusions/Exclusions: click here

Additional Data/Document(s) : Seller|अतिरिक्त डेटा/दस्तावेज़ : विक्रैता

- 1. Copy Of Irda License And Its Renewals Over The Period May Be Provided: click here
- 2. Certificate (Requested in ATC): click here
- 3. Documentary Proof Against Solvency Ration Requested By Buyer: click here
- 4. Valid Proof Of Last Three Years Claim Settlement Ratio Should Be Attached Authenticated By Irda Or Published By The Insurance Company: click here
- 5. Certificate From Authorized Signatory On Company's Letter Head, With Details Summarized As Per Buyer's Requirement: click here

#### ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	NA
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	NA

# Terms and Conditions | नियम और शर्तें

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 2. Buyer Added Bid Specific Terms and Conditions-

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2.2 Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document <u>Click here to view the file</u>.

2.4 Generic

In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:

- Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
- A certificate from the CEO/CFO of the Holding Company as per the format enclosed in the bid documents stating that the unaudited unconsolidated financial statements form part of the consolidated annual report of the company.
- In case where audited results for the last financial year as on the date of Techno Commercial Bid Opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial Bid Opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Note: (i) Other income shall not be considered for arriving at annual turnover.

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाडल है। कोई हस्ताक्षर की आवश्यकता नहीं है।