# Contract|अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687755576635 Contract Generated Date | अनुबंध तिथि: 19-Aug-2023

Bid/RA/PBP No.|बोली/आरए/पीबीपी संख्या: <u>GEM/2023/B/3666886</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

Office Zone|कार्यालय क्षेत्र:

CGM E/M i/c C&P

Contracts and Procurement department shillong

CGM FINANCE CONCURRENCE

Buyer Details|खरीदार विवरण

Designation | पद : DGM Civil Contact No.|संपर्क नंबर : 0364-2308526-

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

GSTIN|जीएसटीआईएन: 17AAACN9991J1ZT

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

Financial Approval Detail|वित्तीय स्वीकृति विवरण

IFD Concurrence|आईएफडी सहमति :

Designation of Administrative Approval | प्रशासनिक अनुमोदन का पदनाम:

Designation of Financial Approval

वित्तीय अनुमोदन का पदनाम :

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: PAO

Payment Mode| Internet Banking भुगतान का तरीका:

Designation। पद : DGM Finance 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 : 364-2308503- Email ID ईमेल आईडी : kamaldas.neepco@nic.in GSTIN जीएसटीआईएन : - Address पता : Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	Liability Insurance Service - Director and Officer liability coverage

### Service Provider Details|सेवा प्रदाता विवरण

GeM Seller ID|जेम विक्रैता आईडी : 5QGD210002119448

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

Contact No.|संपर्क नंबर :

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 : No 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 - Consignee

Service Details|सेवा विवरण

Service Start Date (latest by)| सेवा प्रारंभ दिनांक (नवीनतम): 22-Aug-2023

Service End Date | सेवा समाप्ति तिथि: 21-Aug-2024

Category Name । श्रेणी नाम : Liability Insurance Service

Rilling Cycle | बिल्पि चक : yearly

Billing Cycle बिलग पक्र : yearry  Description विवरण		Quantity (Please input as 1)	Total Premium ( in INR)
AOA:AOY	1:1		
Limit Ratio			
General			
Insurance	Akka Caparal Insurance Ltd. Aditus Birla Health Insurance Co. Ltd. Agriculture Insurance Campany of India Ltd. Baini Alliana Caparal Insurance		
List of	Acko General Insurance Ltd., Aditya Birla Health Insurance Co. Ltd., Agriculture Insurance Company of India Ltd., Bajaj Allianz General Insurance		
Insurer	Co. Ltd., Bharti AXA General Insurance Co. Ltd., Cholamandalam MS General Insurance Co. Ltd., Manipal Cigna Health Insurance Company		
from where			
insurance	General Insurance Co. Ltd., ICICI LOMBARD General Insurance Co. Ltd., IFFCO TOKIO General Insurance Co. Ltd., Kotak Mahindra General		
to be	Insurance Co. Ltd., Liberty General Insurance Ltd., Magma HDI General Insurance Co. Ltd., Niva Bupa Health Insurance Co Ltd., National		
taken(can	Insurance Co. Ltd., Raheja QBE General Insurance Co. Ltd., Reliance General Insurance Co. Ltd., Reliance Health Insurance Ltd., Care Health	1	106000
indicate	Insurance Ltd, Royal Sundaram General Insurance Co. Ltd., SBI General Insurance Co. Ltd., Shriram General Insurance Co. Ltd., Star Health &	[	
multiple	Allied Insurance Co. Ltd., Tata AIG General Insurance Co. Ltd., The New India Assurance Co. Ltd., The Oriental Insurance Co. Ltd., United India		
service	Insurance Co. Ltd., Universal Sompo General Insurance Co. Ltd.		

providers)	providers)					
Type of Insurance	Director and Officer liability coverage					
Premium Payment Options	Payment Single Premium					
	Total Amount (Formula)  কুল বাথি (सূন) : (Total Premium ( in INR))					
Total Value without Addons  ऐडऑन के बिना कुल मूल्य (INR)			106000			
Total Addon Value कुल एडऑन मूल्य (INR)		0				
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		106000				
Amount of Contract अनुबंध की राशि						
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)		106000				
SI A D. A						

## SLA Details | एसएलए विवरण

#### SERVICE STC

#### SPECIAL TERMS AND CONDITIONS FOR

#### Liability Insurance

#### 1. Preamble

- All contracts related to Liability Insurance placed through GeM shall be governed by the following set of Terms and Conditions:
- 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 cover liabilities of the people insured by the Buyer.

#### 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. Service Formula

- The following formula will be used to calculate the value of this contract.
- Total Contract Value = Total Premium quoted by service provider.

#### 7. Payment Schedule

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

## 8. SLAs and Deductions

S.No. SLA Deduction

Settlement of all claims by Service Provider within 30

days

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

from the date of submission of complete documents by amount.

#### 9. Service Lead Days for this service: 1

### Corrigendum|शुद्धिपत्र

1. **Extended Upto|तक बढ़ाया गया :** 2023-08-02 14:00:00

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

- 1. Service Provider and it's insurance company must have been in the Insurance business in India for at least XX years: Please refer Buyer added Bid Specific Additional Terms & Conditions Document attached with this bid.
- 2. **Buyer to specify the Service Provider must have a Solvency Ratio more than YYY%:** Please refer Buyer added Bid Specific Additional Terms & Conditions Document attached with this bid.
- 3. Service Provider and it's insurance company should currently be providing insurance to at least YY Government, Semi-government, PSU, Govt. Undertaking, Autonomous bodies, Educational institutes of national repute, etc.: Please refer Buyer added Bid Specific Additional Terms & Conditions Document attached with this bid.
- 4. Service Provider and it's insurance company should be providing insurance to at least XX clients in India where the annual premium is more than INR XX for each client:

  Please refer Buyer added Bid Specific Additional Terms & Conditions Document attached with this bid.
- 5. Service Provider and it's insurance company should be providing insurance to at least XX clients in India where the insurance cover (sum insured) is more than INR XX for each client: Please refer Buyer added Bid Specific Additional Terms & Conditions Document attached with this bid.
- 6. The bidder should have a claim settlement ratio of more than ZZ% for (Type of Insurance) over the last 3 years: Please refer Buyer added Bid Specific Additional Terms & Conditions Document attached with this bid.
- 7. More than YY (type of Insurance) Insurance Policies should have been issued to govt depts in past 3 years with Sum Insured not less than INR XX: Please refer Buyer added Bi Specific Additional Terms & Conditions Document attached with this bid.
- 8. Gross Total Premium underwritten within India in last XX Financial Years should be more than INR Rs. XXX Crores.: Please refer Buyer added Bid Specific Additional Terms & Conditions Document attached with this bid.
- Gross Total Premium for (Type of Insurance) underwritten within India in last XX Financial Years should be more than INR Rs. XXX Crores: Please refer Buyer added Bid Specific Additional Terms & Conditions Document attached with this bid.
- 10. Details of insurance including specifics of coverage: click here
- 11. Type of Risk Coverage : click here
- 12. Claim History: :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-
- 2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document  $\underline{\text{Click here to view the file}}$  .

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

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