

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-07-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-07-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Hydro Power
Organisation Name/संगठन का नाम	North Eastern Electric Power Corporation Limited
Office Name/कार्यालय का नाम	Contracts And Procurement Department Shillong
Item Category/मद केटेगरी	Liability Insurance Service - Director and Officer liability coverage
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण

Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है

Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

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.

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.

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.

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.

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.

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.

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 Bid Specific Additional Terms & Conditions Document attached with this bid.

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.

Details of insurance including specifics of coverage:[1688818745.pdf](#)

Type of Risk Coverage:[1688818771.pdf](#)

Claim History:[1688818775.pdf](#)

Liability Insurance Service - Director And Officer Liability Coverage (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Insurance	Director and Officer liability coverage
AOA:AOY Limit Ratio	1:1
Premium Payment Options	Single Premium
General Insurance List of Insurer from where insurance to be taken (can indicate multiple service providers)	Acko General Insurance Ltd. , Aditya Birla Health Insurance Co. Ltd. , Agriculture Insurance Company of India Ltd. , Bajaj Allianz General Insurance Co. Ltd , Bharti AXA General Insurance Co. Ltd. , Chola mandalam MS General Insurance Co. Ltd. , Manipal Cigna Health Insurance Company Limited , Edelweiss General Insurance Co. Ltd. , ECGC Ltd. , Future Generali India Insurance Co. Ltd. , Go Digit General Insurance Ltd. , HDFC ERGO General Insurance Co.Ltd. , ICICI LOMBARD General Insurance Co. Ltd. , IFFCO TOKIO General Insurance Co. Ltd. , Kotak Mahindra General Insurance Co. Ltd. , Liberty General Insurance Ltd. , Magma HDI General Insurance Co. Ltd. , Niva Bupa Health Insurance Co Ltd. , National Insurance Co. Ltd. , Raheja QBE General Insurance Co. Ltd. , Reliance General Insurance Co. Ltd. , Reliance Health Insurance Ltd. , Care Health Insurance Ltd , Royal Sundaram General Insurance Co. Ltd. , SBI General Insurance Co. Ltd. , Shriram General Insurance Co. Ltd. , Star Health & Allied Insurance Co. Ltd. , Tata AIG General Insurance Co. Ltd. , The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , United India Insurance Co. Ltd. , Universal Sompo General Insurance Co. Ltd.
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity (Please input as 1)	Additional Requirement/अतिरिक्त आवश्यकता
1	Kamal Kumar Das	793003,Brookland Compound, Lower New Colony, Shillong	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

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. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)



ISO – 9001, 14001 & 45001



**DOCUMENT CONTAINING
ADDITIONAL TERMS AND CONDITIONS
FOR
DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY OF NEEPCO.**

**CONTRACTS AND PROCUREMENT
BROOKLAND COMPOUND, LOWER NEW COLONY,
SHILLONG-793 003, MEGHALAYA, INDIA.
Telephone No. 0364-2227784, E-mail: contract@neepco.co.in
Website: www.neepco.co.in, CIN - U40101ML1976GOI00165**

Additional Terms and Conditions (ATC)

Contents _____

SECTION – I NOTICE INVITING BID

SECTION – II INSTRUCTION TO BIDDERS

SECTION – IIISCOPE OF INSURANCE COVERAGE

SECTION – IVCONDITIONS OF INSURANCE POLICY

SECTION – V..... BIDDING FORMS (PART-A & PART-B)

SECTION - I**QUALIFYING REQUIREMENTS**

1. North Eastern Electric Power Corporation Limited invites online tender at **Government e Marketplace (GeM)** portal <https://gem.gov.in> from the IRDAI registered Non-life Insurers for **Renewal of Directors and Officers Liability Insurance Policy of NEEPCO for a period of 1(one) year w.e.f. 00:00:00 Hours of 22.08.2023**, with a validity of 90 (ninety) days from the date of opening of Techno-Commercial bids.

2. **Qualifying Requirements:**

The bidder who meets the following Qualifying criteria shall participate in the tender.

2.1 **General Qualifying Criteria:**

Sl. No.	Criteria	Documents Required
1.	The Bidder should be IRDAI registered Non-life Insurers and should be in General Insurance Business at least for the last three financial years.	i) Receipt of Annual Fee paid to IRDAI for the FY 2023-24. ii) Relevant page of the Annual Report indicating operating income from General Insurance Business for last three financial years i.e. FY 2019-20, 2020-21 & 2021-22 duly certified by Authorized Representative of the Bidder.

2.2 **Financial Qualifying Criteria:**

Sl. No.	Criteria	Documents Required
1.	The participating insurance companies/ bidders shall meet the required Solvency Ratio as prescribed by the IRDAI and submit an undertaking to that effect indicating their Solvency Ratio along with supporting documents.	<p>The bidder shall submit the Form F-9: Undertaking on Solvency Ratio at Section-VII (Part-A), along with relevant documents in support of their undertaking on Solvency Ratio.</p> <p>Note: In case the Minimum Solvency Ratio is less than 150% (or 1.5 times), a copy of Financial Plan submitted by the bidder to IRDAI along with copy of IRDAI acceptance to such plan, shall have to be submitted along with the Techno-Commercial bid.</p> <p>In case such letter from IRDAI is not available, the acceptance and inclusion of the business plan in IRDAI's Annual Report with a suitable note for such relaxation and acceptance of renewal fee will also be accepted as proof of acceptance by IRDAI of the lower solvency Ratio.</p> <p>However, in terms of MoF O.M. F.No-EG-14017/64/2020-InsII Dated 02.07.2022, the criteria of Solvency Ratio shall not be applicable for Public Sector General Insurance Companies.</p>

The bidder shall submit the required relevant documents in support of their fulfilment of above **General and Financial Qualifying Criteria in the Techno-Commercial Bid (Envelope-1) under Form F-11, Section-V (Part-A) of the Bid document.**

SECTION-II

INSTRUCTION TO BIDDERS

1.0 INTRODUCTION:

Detailed Bid Document may be downloaded from the GeM portal <https://gem.gov.in>.

2.0 ELIGIBLE BIDDERS:

- 2.1 The bidder shall fulfil the qualifying criteria indicated at Clause 2, Section-I of the Additional Terms and Conditions.
- 2.2 The bidder shall not, have been banned /de-listed / black listed / debarred from business by any PSU or Government Department during the last five years ending on the date on which this NIB is issued. **Self declaration in original on Company's Letter head in this regard to be provided in the Techno-Commercial Bid (Envelope-1) under Form F-4, Section-V (Part-A) of the Bid document.**
- 2.3 At any time before the scheduled submission of bid, NEEPCO may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment. The amendment/response to clarification(s), if any, will be hosted in the GeM Portal for information of all the prospective Bidders and will be binding on them. NEEPCO may, at its discretion extend the deadline for submission and / or opening of the Bid.
- 2.4 Bidders should agree to Scope of Coverage and the Conditions of Policy and other provisions of the bidding documents.
- 2.5 NEEPCO shall provide additional inputs/information to the bidders on request, which may be necessary for the purpose of bidding.

3.0 PREPARATION OF BIDS

Technical Bid and Price Bid to be submitted on-line at <https://gem.gov.in>.

- i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
- ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii) Any pre-bid clarifications if required, may be obtained online through the GeM portal only.
- iv) The Scope covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids.
- v) The bidder shall bear all costs associated with the preparation and submission of his bid.
- vi) **Bid Security Declaration:** The bidder shall furnish, along with his bid a "Bid Security Declaration" as per the prescribed format provided at **Form F-10: Bid Security Declaration under Section-V (Part-A) of the Bid document**, accepting that if the bidder withdraws or modifies his bid after the bid opening during the period of bid validity and extension thereof, he will be suspended from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation. **Any bid not accompanied by Bid Security Declaration shall be outrightly rejected by the Corporation.**

4.0 Language of bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Owner shall be written in English language.

5.0 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. All payment shall be made in INR only.

7.0 Bid validity: The Bid shall remain valid for a period of 90 (ninety) days from the date of opening of Techno-Commercial Bids. In exceptional circumstance, NEEPCO may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the Bid by the Bidder.

8.0 Clarification on Bid Document:

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tendering Authority (TA) in writing in the GeM Portal only. NEEPCO's response will be published in the GeM portal <https://gem.gov.in>, including a description of the inquiry, but without identifying its source. NEEPCO 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.

8.2 Any modifications in the Bid documents, shall be made by NEEPCO exclusively through the issue of an Addendum/Corrigendum pursuant to Clause 9.11 of this Section.

9.0 SUBMISSION OF ONLINE BID

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

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

- i) Scope of the Coverage.
- ii) Extensions.
- iii) Exclusions & Other Feature.

9.3 **Techno-Commercial Bid : The Techno-Commercial Bid** shall comprise of the following Forms indicated under Section-V (Part-A) of the Bid document. No price-bid related information shall be mentioned in the Technical Bid.

- i) Form F-1: Tender Acceptance Letter.
- ii) Form F-2: Scope of Insurance Coverage and Extensions.
- iii) Form F-3: Certificate regarding Re-Insurance Support.
- iv) Form F-4: Self-Declaration in respect of banning/ de-listing.
- v) Form F-5: Indemnity Certificate.
- vi) Form F-6: Power of Attorney.
- vii) Form F-7: Bank Details for e-Payment.
- viii) Form F-8: Undertaking
- ix) Form F-9: Undertaking on Solvency Ratio.
- x) Form F-10: Bid Security Declaration.
- xi) Form F-11: Relevant Documents in support of General and Financial Qualifying Criteria.

9.3.1 All participating bidders has to present confirmed Re-Insurance support of the total risk at the time of submission of technical bid as per Form F-3, Section-V (Part-A) of the Additional Terms and Conditions. This is a mandatory requirement.

9.3.2 The above information/ documents as listed under Bidding Forms, Section-V of Bid Document shall be filled in without exception, subject to extensions thereof in the same format, shall be scanned and uploaded by the bidder on the portal only.

9.3.3 The Bidder shall submit all the above documents, information under Techno-Commercial Bids, duly signed and sealed/stamped on each and every page by the Bidder.

9.3.4 Price Bids of only those Bidders who qualify in Techno-Commercial evaluation shall be opened.

- 9.4 The Price Bid shall contain the **Price Schedule as stipulated at Section-V (Part-B) of the Additional Terms and Conditions.**
- 9.5 The Bid shall comprise of all information and details as per provisions of Bidding documents and Bidders shall furnish all information in online bidding Forms F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10 & F-11 (for Techno-Commercial bid) and Form-A & Form-B (for Price bid).
- 9.6 Such bids which do not attach / map, duly authenticated by way of signatures and official seal of the Bidder shall not be evaluated.
- 9.7 Any misinformation or un-supported fact, data, information, rates/quotes, terms and conditions leading to delay, complication, failure to placement of risk may result in rejection of bid by NEEPCO.
- 9.8 Bidders shall not contact NEEPCO on any matter relating to their bid after the Bid opening. Any effort by the Bidder to influence NEEPCO in evaluation, comparison or award decision may result in the rejection of their Bid Proposal.
- 9.9 The Bidders cannot withdraw their offer after opening of Bids.
- 9.10 A Bidder shall submit only "1(one) Bid" in the Bidding Process, individually as a Bidder.
- 9.11 Addenda/Corrigenda to the Bid Documents will be issued prior to the date of opening of the bids to clarify documents or to reflect modification in Contract terms and the same will be a part of the original tender. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.
- 9.12 Bidders shall note that downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- 9.13 Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. While submitting the bids online, the bidder shall read the terms & conditions of GeM portal and follow the procedure for submission of their bid. Bidders shall submit their bids through online only well before the bid submission end date & time (as per Server System Clock). The buyer authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 9.14 **The Bid shall be signed by a person duly authorized to sign (by the way of Board Resolution, Article/Memorandum of Association, power of attorney etc.) on behalf of the Bidder. Notarized copy of such Authorisation shall be submitted along with the Techno-Commercial Bid (Envelope-1) under Form F-6, Section-V (Part-A) of Bid document.**
- 10.0 NEEPCO 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.
- 11.0 **Any addition, deletion or substitution to the bid document by the bidder may render the bid liable for rejection.**
- 12.0 **PRICE QUOTES:**
- 12.1 The quoted premium shall include Goods & Services Tax as applicable. However, in case of Goods & Services Tax, the tax payable at the time of payment of premium shall be applicable.
- 12.2 The premium quoted must cover all the risks and perils as mentioned in Section-III, Scope of Insurance Coverage. The bidders are required to furnish an Undertaking in the Techno-Commercial Bid (Envelope-1) under Form F-8, Section-V (Part-A), that the quoted premium covers all the risks and perils as mentioned in Section-III, Scope of Insurance Coverage and the Premium has been calculated as per the relevant guidelines and there has been no undercutting or manipulation of Premium, which will result in loss to NEEPCO in case of any accidents.

12.3 Deviation from bid document / additional clauses:

Bidders shall not take any deviation from the Bid stipulations in any form or quote any additional clause/conditions in their Bids. All bidders are cautioned that the bids containing any deviation or additional clause/conditions shall be rejected. However, if necessary, bidders may submit queries pertaining to Bid document within the prescribed timeline for consideration of the Corporation during pre-bid stage. The Corporation shall be the sole judge for accepting any deviation/additional clause proposed by bidders in the form of bid queries and the decision of the Corporation in this respect shall be final and binding. The deviations/additional clauses if considered acceptable, shall be included in the Detailed Bid Document by issuing addendum/corrigendum. The deviations/additional clauses which are non-acceptable by the Corporation shall automatically stand withdrawn and all relevant clauses shall prevail and no claim whatsoever in this respect shall be entertained. No bidders should deviate from the provision of tariff as fixed by TAC/IRDAI, while quoting the premium.

13.0 EVALUATION OF BIDS

13.1 The Purchaser will examine the bids to determine whether they are complete and whether the bids are generally in order and conforms to all the terms, conditions and specifications of the Tender stipulations without any deviations. The Corporation may waive any minor infirmity or nonconformity or irregularity in a bid, which does not constitute material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. 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 Services;
- b) which limits in any substantial way, the NEEPCO'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.

The Corporation's determination of bid's responsiveness shall be based on the contents of the bid itself, without resorting to any intrinsic /extrinsic evidences. If a Bid is not substantially responsive, it will be rejected by the NEEPCO and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

13.2 Prior to the detailed evaluation, the NEEPCO will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality's or reservations.

13.3 During bid evaluation, the NEEPCO may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and 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 NEEPCO's request for clarification, its Bids may be rejected.

13.4 As the programme for bid evaluation is necessarily short, the Corporation shall not accept any obligation to request clarifications or substantiating information after bids have been submitted, although the Corporation at its discretion reserves the right to do this. In consequence, any such inadequacies in data submitted in any bid may adversely affect the ranking of that tender during technical evaluation.

13.5 The In-Built Extensions, add-on covers, terms and conditions shall be provided to NEEPCO without any financial implication to NEEPCO.

14.0 AWARD OF CONTRACT

14.1 The Policy will be finalized with the Bidder, whose bid is financially evaluated as the lowest (L-1) and has been determined to be responsive in all respect and with adequate Re-Insurer support, wherever required, provided

that the Bidder is determined to be qualified to perform the contract satisfactorily. NEEPCO shall be the sole judge in this regard.

14.2 In case two or more bidders are evaluated lowest (L-1), then the award shall be finalized with the L1 bidder generated by GeM system.

14.3 **POLICY DOCUMENT:** On release of the premium, the successful bidder shall provide the Insurance Policy within 7(seven) days from the date of assumption of the risk, without any deviation from the bid provisions to the Owner. In case, any deviation is found to be indicated in the Policy document, then the Insurer shall immediately correct the same by issuing an endorsement.

15.0 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- i) The Corporation 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 for any justified and genuine grounds.
- ii) The Corporation requires the Bidders/Insurer under this Contract observe the highest standard of Ethics during the procurement and execution of this Contract. Accordingly, the Corporation:
 - (a) will reject the proposal for Award of Work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Bid, in question.
 - (b) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if he, at any time, determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

In pursuance of this policy, the Corporation defines, for the purpose of these provisions, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of Value to influence the action of a public official in the procurement process or in contract execution; and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a Procurement process or the execution of a Contract to be detriment of the Corporation, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- c) "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Corporation, designed to establish bid price at artificial, non-competitive levels;
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.
- e) "Undesirable Practice" means establishing contact with any person connected with or employed by the Corporation with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and
- f) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

The documents/information submitted by bidder may be verified by the officials of the Corporation for its authenticity at any time and the bidder shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the bidder is not genuine, the Corporation shall have full rights to cancel his Bid and terminate the Contract, if awarded.

16.0 All the bidders must submit an Indemnity Certificate as per the following format in the **Techno-Commercial Bid (Envelope-1) provided under Form F-5, Section-V (Part-A) of Bidding Forms.**

17.0 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons officially concerned with such process. Any effort by a Bidder to influence the NEEPCO's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

18.0 The Bidders are requested to furnish the Bank details as per **Form F-7, Section-V (Part-A) of Bidding Forms in the Techno-Commercial Bid (Envelope-1)**, for E-Payment so that payment against their premium bills can be directly deposited into their accounts instead of issuing cheque.

19.0 PROCEDURE OF PAYMENT

- (a) 100% Payment of premium shall be released to the successful Insurer in Indian Rupees through Electronic Fund Transfer System by Corporate Office of NEEPCO, Shillong. The Bank Charges shall be on account of Insured.
- (b) DGM(Finance), Bills Section, NEEPCO Ltd., Lower New Colony, Shillong – 793003, Meghalaya shall be the paying authority of this contract.

20.0 Claim History:
Claim during the last 5(five) years is Nil.

End of Section

SECTION-III**SCOPE OF INSURANCE COVERAGE**

1.0 The Scope of Coverage along with other features shall be as under:

1.1 SCOPE:

Insurance cover shall provide protection against potential liabilities arising from the following amongst other.

- (i) (a) liability of each and every individual Director and Officer of NEEPCO arising out of any award, judgments, settlements, civil fines and penalties etc. awarded against a Director or Officer.
- (b) Liability of the individual outside Director (including officers nominated by NEEPCO as directors in other entities).
- (ii) Liability of NEEPCO where it has identified the individuals referred above.
- (iii) The cost and legal expenses towards defending a potential action or allegation.

1.2 EXTENSIONS:

- i) Spousal Liability Coverage.
- ii) Heirs, Estate & Legal representative.
- iii) Employment Claim.
- iv) Worldwide Jurisdiction Coverage.
- v) Insured vs Insured defence costs.
- vi) Investigation Cost up to Rs. 2 Crore.*
- vii) Crisis Communication Cover up to Rs. 2 Crore.*
- viii) Effective Date - W.e.f. 00:00 Hours of 22.08.2023 to 24:00 Hours of 21.08.2024.
- ix) Employment practices liability.
- x) Retired Directors & Officers.
- xi) Outside Directorship (Including officers nominated by NEEPCO as director in other entities).
- xii) Pollution Defence Costs Cover up to Rs. 2 Crore.*
- xiii) Occupational Hazard / Health & Safety Defence Costs.
- xiv) Severability of Exclusion.
- xv) Retroactive Date - W.e.f. 00:00 Hours of 22.08.2019.

(* These would be sub-limits within the overall indemnity limit mentioned in Clause 4.0 of Section-III)

1.3 The policy shall cover all the liabilities arising in India as well as any other country worldwide.

1.4 The policy shall also cover the following:

- i) Bail Bond expenses and civil bond expenses shall be made a part of the policy wordings.
- ii) "Kidnap Response" clause be specifically included in the policy with sub-limit of Rs 1.00 Crore.
- iii) The policy should cover for an extended period of 6(six) years for retired Directors and Officers.

2.0 Policy Period:

The Insurance Policy shall be for a period of 1(one) year w.e.f. 22.08.2023. The insurer will have no right to cancel the policy before the expiry of the policy period. Any stipulation in this regard in the policy terms and conditions shall be deemed to be null and void.

3.0 Insured:

The policy shall provide cover to NEEPCO Ltd., its Directors, Company Secretary, Officers, Employees (only for employees related claims), outside Directors (including officers nominated by NEEPCO as Directors in other entities) of NEEPCO managing the affairs of Company.

4.0 Limit of Indemnity / Sum insured:

The limit of indemnity shall be Rs. 100 Crores (Rupees One hundred crores only).

5.0 Excess:

The amount of policy excess shall be Nil for personal liabilities arising on an individual Insured (as per para 3.0 above). In case of losses to the company the excess amount would be Rs 20 Lakhs for claims arising in USA and Canada and Rs 5 Lakhs for claims in any other country including India.

6.0 Order of Payment:

The policy shall provide for application of insurance proceeds first towards the liabilities of the individual Insured (as per para 3.0 above), and the balance towards the liabilities of NEEPCO.

7.0 Advancement of Defence Costs:

The policy shall provide for payment of defence cost by the insurer in advance to the insured parties. The Insurer shall, prior to the final disposition of any Claim, provide advance Defense Costs as per the Policy within thirty (30) days of receipt of an invoice for same from defense counsel.

End of Section

SECTION-IV

CONDITIONS OF INSURANCE POLICY

CONDITIONS FOR RENEWAL OF DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY OF NEEPCO

1.0 INSURER AND THEIR RESPONSIBILITY

- i) It may be clearly understood that the Insurer shall be solely and legally responsible to NEEPCO for effective execution of the Policy including co-ordination with NEEPCO, collection of premium, complete placement of re-insurance Program, issue of policy document and prompt claim settlement etc. The Insurer shall be solely responsible for settlement of all claims, irrespective of any change in the structure (organizational or financial etc.) of any Re-insurer.
- ii) The insurer will promptly raise invoice/demand for insurance premium as per terms and conditions of the policy immediately on receipt of Letter of Intent. Similarly, upon request of additional insurance cover by NEEPCO as per policy conditions, the insurer will raise invoice/demand for insurance premium for additional cover within 1(One) working day from the date of request by NEEPCO. The insurer will issue the premium receipt and the Cover note for the desired coverage immediately on the receipt of the premium from NEEPCO. The original policy document along with soft copy of the policy shall be issued within one week from the date of the assumption of the risk.

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

2.0 OPERATION AND MAINTENANCE OF POLICY

Insurance Policy including Endorsements thereto shall be issued in the name of **NEEPCO Ltd., Shillong**. Both soft & hard copy of the policy shall be issued to NEEPCO. The Liability of Directors and Officers of NEEPCO being the Insured, the **Company Secretary, NEEPCO Ltd., Shillong**, shall be responsible for post award operation of the Insurance Policy i.e., lodging the insurance claims, follow-up, review, monitoring and final settlement as per policy conditions. However, claim intimation shall be sent to Contracts & Procurement Deptt., NEEPCO Ltd., Shillong for monitoring purposes.

3.0 CLAIMS PROCEDURE AND MANAGEMENT

In case of a claim, the insurance company shall immediately depute a surveyor(s) but not later than 48 hours of the receipt of intimation from the insured.

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

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

4.0 ON- ACCOUNT AND FINAL PAYMENT IN RESPECT OF CLAIM UNDER POLICY.

- (a) On A/C payment of 75% – within 6 weeks of submission of all claim papers and subject to admissibility of claim, for claims upto Rs. 2.00 Crores (after deductibles) and within 8 weeks for claims above Rs. 2.00 Crores (after deductibles)
- (b) Balance Payment – within 30 days of submission of all documents.

5.0 SETTLEMENT OF DISPUTES:**5.1 AMICABLE SETTLEMENT:**

- 5.2 If any dispute arises between NEEPCO and the Insurer in connection with, or arising out of the Contract, an attempt shall be made to resolve the matter in dispute amicably.
- 5.3 No dispute or difference arising between the Insurer and the NEEPCO under or relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.
- 5.4 Any dispute, in respect of which NEEPCO and the Insurer have failed to reach at an amicable settlement pursuant to Clause 5.2, shall be finally settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and its subsequent amendments from time to time and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Insurer.

5.5 ARBITRATION

- 5.5.1 The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first drawn up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be filed before the Arbitrator or Arbitrators for commencing the proceedings.
- 5.5.2 No dispute or difference of opinion, whatever, shall be referable to the Arbitration after the expiry of period of 3 (three) years from the date when such dispute or difference of opinion arises.
- 5.5.3 The Insurer will ensure that the obligation under the Contract shall continue during Arbitration proceedings and dispute, and no payment due from either parties shall be withheld on account of such proceedings except to the extent that may be in dispute.
- 5.5.4 Arbitration proceedings shall be held at Shillong / Guwahati and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English.
- 5.5.5 The expenses of the Arbitrators, as determined by the Arbitrator, shall be shared equally by the Corporation and the Insurer. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the Arbitration proceedings shall be borne by each party itself.
- 5.5.6 In the event of dispute or differences arising between NEEPCO and a Government Department/Organisation or in between NEEPCO and another Central Public Sector Enterprise (CPSE), settlement of disputes through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) shall be done as under:
- “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 Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.
- 5.5.7 The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Insurer.
- 5.5.8 There shall be only one Arbitration proceeding for adjudicating all the disputes under the Contract. Hence, Arbitration should be invoked by the parties by combining all the disputed issues together. Issues/Disputes arising out of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by all the parties including Arbitrator.

6.0 GOVERNING LAWS & JURISDICTION

The Insurance Policy shall be governed and interpreted in accordance with the law for the time being in force in the Republic of India and Jurisdiction of courts for dispute resolution shall be appropriate courts of Shillong.

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SECTION-V (PART-A)
BIDDING FORMS FOR TECHNO-COMMERCIAL BID

TABLE OF CONTENTS:

1	Tender Acceptance Letter	Form F-1
2	Scope of Insurance Coverage and Extensions	Form F-2
3	Certificate regarding Re-Insurance Support	Form F-3
4	Self-Declaration in respect of banning/ de-listing	Form F-4
5	Indemnity Certificate	Form F-5
6	Power of Attorney	Form F-6
7	Bank Details for e-Payment	Form F-7
8	Undertaking	Form F-8
9	Undertaking on Solvency Ratio	Form F-9
10	Bid Security Declaration	Form F-10
11	Relevant Documents in support of General and Financial Qualifying Criteria	Form F-11

SECTION-V (PART-A)**FORM F-1****TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date

To,

The Chief General Manager (E/M),
I/c Contracts & Procurement Deptt.,
NEEPCO Ltd., Lower New Colony,
Shillong, Meghalaya – 793003.

Sub: Acceptance of Terms & Conditions of Tender for **Renewal of Directors and Officers Liability Insurance Policy of NEEPCO for a period of 1(one) year w.e.f. 00:00:00 Hours of 22.08.2023.**

Ref: GeM Bid No. _____ Dated _____

Dear Sir,

- i) I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' 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), Forms, Schedule(s), etc.), which shall be 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 up to 90 (ninety) days from the date of opening of techno-commercial bids.
- vii) I/We hereby certify that all the statements made and information supplied in the enclosed Annexures, Forms 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.

Date:.....

Place:.....

Signature:.....

Name :

Seal :

SECTION-V (PART-A)**FORM F-2****SCOPE OF INSURANCE COVERAGE AND EXTENSIONS**

(To be given on Company Letter Head)

Sl. No.	SCOPE
1	a) Liability of each and every individual Director and Officer of NEEPCO arising out of any award, judgments, settlements, civil fines and penalties etc. awarded against a Director or Officer. b) Liability of the individual outside Director (including officers nominated by NEEPCO as directors in other entities).
2	Liability of NEEPCO where it has identified the individuals.
3	The cost and legal expenses towards defending a potential action or allegation.
EXTENSION:	
(i)	Spousal Liability Coverage
(ii)	Heirs, Estate & Legal Representative
(iii)	Employment Claim
(iv)	Worldwide Jurisdiction Coverage
(v)	Insured vs Insured defence costs
(vi)	Investigation Cost up to Rs 2 Crore. (Sub-limits within the overall indemnity limit mentioned in Clause 4.0 of Section-III)
(vii)	Crisis Communication Cover up to Rs 2 Crore. (Sub-limits within the overall indemnity limit mentioned in Clause 4.0 of Section-III)
(viii)	Effective date – W.e.f. 00:00:00 Hours of 22.08.2023 to 24:00:00 Hours of 21.08.2024.
(ix)	Employment practices liability
(x)	Retired Directors & Officers
(xi)	Outside Directorship (including officers nominated by NEEPCO as director in other entities)
(xii)	Pollution Defence Cost covers up to Rs 2 crore. (Sub-limits within the overall indemnity limit mentioned in Clause 4.0 of Section-III).
(xiii)	Occupational Hazard / Health & Safety Defence Costs
(xiv)	Severability of exclusion
(xv)	Bail Bond expenses and civil bond expenses shall be made a part of the policy wordings.
(xvi)	“Kidnap Response” clause be specifically included in the policy with sub-limit of Rs 1.00 Crore.
(xvii)	The policy should cover for an extended period of 6(six) years for retired Directors and Officers.
(xviii)	The policy shall cover all the liabilities arising in India as well as any other country.
(xix)	Retroactive Date - W.e.f. 00:00:00 Hours of 22.08.2019
	Note: Non acceptance of any of the above clauses fully or partly will be considered as deviation.

Date:.....

Place:.....

Signature:.....

Name :

Seal :

SECTION-V (PART-A)

FORM F-3

CERTIFICATE REGARDING RE-INSURANCE SUPPORT

(Bidder has to submit the Certificate regarding Re-insurance support on Company's Letter head as given below)

This is to certify that we(Name of Insurance Company)..... have obtained adequate re-insurance support for Directors and Officers Liability Insurance Policy of NEEPCO for a period of 1(one) year w.e.f. 00:00:00 Hours of 22.08.2023 invited vide GeM Bid No. _____ Dated _____ .

Date

Place

Authorized Signatory

Name

Designation

Seal.....

SECTION-V (PART-A)

FORM F-4

SELF-DECLARATION IN RESPECT OF BANNING/ DE-LISTING

(In original on Company's Letter Head to be provided as per Clause 2.2, Section-II of ITB)

We hereby declare that(Name of Insurance Company)....., have not been terminated / banned / de-listed / black listed / debarred from business by any PSU or Government Department during the last 5 (five) years ending on the date on which this GeM Bid No_____ Dated _____ is issued.

Date:.....

Place:.....

Signature:.....

Name :.....

Seal :.....

SECTION-V (PART-A)**FORM F-5****INDEMNITY CERTIFICATE****(In original on Company's Letter head)**

This is to certify that _____ (Name of Ins. Co) _____ will indemnify North Eastern Electric Power Corporation Ltd. against all losses (if any) under the Policy for a period of 1(one) year starting from 00:00:00 Hours of 22.08.2023 (against GeM Bid No. _____ Dated _____).

It is certified that, the rates quoted by us are approved by IRDAI and in the event of selection as successful bidder, the policy will be issued strictly complying all the provision of tariff /IRDAI guidelines.

It is further certified that all premiums quoted are firm and binding and no claim shall be repudiated on the basis of wrong underwriting, post acceptance of risk and in all circumstances, the _____(Name of Ins. Co.) _____ indemnifies the loss as per terms and conditions of the policy to be issued based on the bid.

Date:.....

Place:.....

Signature:.....

Name :.....

Seal :.....

SECTION-V (PART-A)

FORM F-6

POWER OF ATTORNEY

(*Notarised Power of attorney to be provided in Non-Judicial Stamp Paper of appropriate value
in respect of the person signing the bid on behalf of the bidder).

SECTION-V (PART-A)

FORM F-7

BANK DETAILS FOR E – PAYMENT

- a) Name of the Bank:
- b) Branch of the Bank:
- c) IFS Code of the Branch:
- d) Account Type:
- e) Account Number:
- f) City/Town:
- g) Fax No. of the Bank:
- h) Telephone No. of contact Officer in the Bank:
- i) E- mail address of contact Officer in the Bank:
- j) GSTIN No. of the Bidder:

Date:.....

Place:.....

Signature:.....

Name :.....

Seal :.....

SECTION – V (PART-A)
FORM F-8

UNDERTAKING

This is to confirm that the Premium has been calculated as per the relevant guidelines and there has been no undercutting or manipulation of Premium, which will result in loss to NEEPCO in case of any accidents, and certify that the quoted premium covers all the risks and perils as mentioned in Section-III, Scope of Insurance Coverage of the Additional Terms and Conditions.

It is further certified that the insurer will indemnify and make good all the losses to NEEPCO in the event of short charging of premium not due to the fault of NEEPCO, submitted against the tender for Renewal of Directors and Officers Liability Insurance Policy of NEEPCO for a period of 1(one) year w.e.f. 00:00:00 Hours of 22.08.2023.

Date:.....

Place:.....

Signature:.....

Name :

Seal :

SECTION – V (PART-A)
FORM F-9

UNDERTAKING ON SOLVENCY RATIO

(To be submitted in Original Company's Letter head)

This is to certify that the Solvency Ratio of (Name of Insurance Company)for the financial year 2021-22 is

Note:

1. The bidder shall attach the relevant documents in support of their undertaking on Solvency Ratio.
2. In case the Minimum Solvency Ratio is less than 150% (or 1.5 times), a copy of the Financial Plan submitted by the bidder to IRDAI along with copy of IRDAI acceptance to such plan shall have to be submitted along with the Techno-Commercial bid. In case such letter from IRDAI is not available, the acceptance and inclusion of the Business Plan in IRDAI's Annual Report with a suitable note for such relaxation and acceptance of renewal fee will also be accepted as proof of acceptance by IRDAI of the lower Solvency Ratio.

However, in terms of MOF O.M. F.No-EG-14017/64/2020-InsII dated 02.07.2022, the criteria of Solvency Ratio shall not be applicable to Public Sector General Insurance Companies.

Date:.....

Place:.....

Signature:.....

Name :

Seal :

SECTION – V (PART-A)
FORM F-10

BID SECURITY DECLARATION

(Bidders shall submit this Bid Security Declaration on Company's Letter head)

I/We(Name of Insurance Company)....., hereby accepts that if I/We withdraw or modify my/our bid submitted against GeM Bid No._____ Dated_____, after the bid opening during the period of bid validity and extension(s) thereof, I/We will be suspended from participating in future tenders of the Corporation for a period of 2(two) years from the date of issue of notice of such suspension by the Corporation.

Dated_____

Signature_____

SECTION – V (PART-A)
FORM F-11

RELEVANT DOCUMENTS IN SUPPORT OF GENERAL AND FINANCIAL QUALIFYING CRITERIA

Bidder has to submit the relevant documents in support of General and Financial Qualifying Criteria as stipulated at
Clause 3, Section-I, NIB of the detailed Bid Document.

SECTION-V (PART-B)
BIDDING FORMS FOR PRICE BID

TABLE OF CONTENTS

I	PRICE SCHEDULE	FORM-A
II	BREAK UP OF PREMIUM	FORM-B

SECTION-V (PART-B)**FORM-A: PRICE SCHEDULE FOR**

**Directors and Officers Liability Insurance Policy of NEEPCO for a period of 1(one) year
w.e.f. 00:00:00 Hours of 22.08.2023.**

Items	Annual Limit (Rs. in Crore)	Basic Premium (in Rs)	% of GST	Amount of GST (in Rs)	Gross Annual Premium (in Rs)
Renewal of Directors and Officers Liability Insurance Policy of NEEPCO for a period of 1(one) year w.e.f. 00:00:00 Hours of 22.08.2023. (As per Section II, III & IV of Bid Document)	100.00				

Note:

1. The premium quoted must cover all the risks and perils as mentioned in Section-III, Scope of Insurance Coverage.

SECTION – V (PART-B)**FORM-B: BREAK UP OF PREMIUM**

**Directors and Officers Liability Insurance Policy of NEEPCO for a period of 1(one) year
w.e.f. 00:00:00 Hours of 22.08.2023**

(Bidder shall submit the Breakup of Premium including taxes in terms of Clause 12.1(i), Section-II of ITB,
of the Bid document, as per the format given below)

Items	Annual Limit (Rs in Crore)	Premium Rate (Per Mille)	Basic Premium (in Rs)	% of GST	Amount of GST (in Rs)	Gross Annual Premium (in Rs)
Renewal of Directors and Officers Liability Insurance Policy of NEEPCO for a period of 1(one) year w.e.f. 00:00:00 Hours of 22.08.2023. (As per Section II, III & IV of Bid Document)	100.00					

Date:.....

Place:.....

Signature:.....

Name :

Seal :