

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687734475182

अनुबंध तिथि | Contract Generated Date : 28-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4757766](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Power विभाग   Department : NTPC SAIL Power Company Ltd संगठन का नाम   Organisation Name : NTPC SAIL Power Company Ltd कार्यालय क्षेत्र   Office Zone: NSPCL SSC Bhilai	पद   Designation : Mgr SSC 10 संपर्क नंबर   Contact No. : 0788-2442085- ईमेल आईडी   Email ID : buyer10.nspcl.cg@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : NSPCL Expansion Site PP3 Near Purena Village Bhilai (East), DURG, CHHATTISGARH-490021, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Sh. S K Das वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: AGM-SSC	Role: PAO भुगतान का तरीका   Payment Mode: Offiine पद   Designation : Dy Manager Fin ईमेल आईडी   Email ID : pay8.nspcl.cg@gembuyer.in जीएसटीआईएन   GSTIN : 22AABCN5467A1ZX पता   Address: NSPCL Expansion Site PP3 Near Purena Village Bhilai (East), Durg, CHHATTISGARH-490021, India

परोक्षिती विवरण   Consignee Details		सेवा विवरण   Service Description
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	
1	संपर्क   Contact : 0788-2442681- ईमेल आईडी   Email ID : con2.nspcl.cg@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : NSPCL Expansion Site PP3 Near Purena Village Bhilai (East), DURG, CHHATTISGARH-490021, India	Assets Insurance Service - Special Contingent Policy for 01 no Diesel Locomotive NSPCL Bhilai01 Model WDG 3A Loco SI No; Property Damage Cover; Optional

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : WPUR200001686415 कंपनी का नाम   Company Name : NATIONAL INSURANCE COMPANY LIMITED संपर्क नंबर   Contact No. : 08335080183 ईमेल आईडी   Email ID : ravis.iyer@nic.co.in पता   Address : Premises No.: 18-0374,Plot No.: CBD-81,Rajarhat,New Town, North 24 parganas, WEST BENGAL-700156, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 19AAACN9967E1Z0	

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

सेवा विवरण   Service Details	
सेवा प्रारंभ तिथि (नवीनतम)   Service Start Date (latest by): 30-Mar-2024	सेवा समाप्ति तिथि   Service End Date : 29-Mar-2025
श्रेणी नाम   Category Name : Assets Insurance Service	

बिलिंग चक्र   Billing Cycle: yearly		विवरण   Description	Number of assets to be insured	Total Premium ( in INR)
Type of Asset Insurance Policy	Special Contingent Policy for 01 no Diesel Locomotive NSPCL Bhilai01 Model WDG 3A Loco SI No			
Type of Risk Coverage	Property Damage Cover			
Re-insurance Arrangement	Optional			
Premium Payment Options	Single Premium			
Risk Inspection				

(Assessment) Report of assets to be provided by Buyer	No	1	236688
List of Insurer from where insurance to be taken (can indicate multiple service providers)	Acko General Insurance Ltd., Agriculture Insurance Company of India Ltd., Bajaj Allianz General Insurance Co. Ltd, Bharti AXA General Insurance Co. Ltd., Cholamandalam MS General Insurance Co. Ltd., 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., National Insurance Co. Ltd., Raheja QBE General Insurance Co. Ltd., Reliance General Insurance Co. Ltd., Royal Sundaram General Insurance Co. Ltd., SBI General Insurance Co. Ltd., Shriram General 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.		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> (Total Premium ( in INR))			
एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	236688		
कुल एडऑन मूल्य   Total Addon Value(INR)	0		
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	236688		
<b>अतिरिक्त जानकारी   Additional Details</b>			
<ul style="list-style-type: none"> <li>Type of Assets : Diesel locomotive</li> <li>Total Sum Assured (INR) : 10,16,00,000.00</li> <li>Method used for Valuation of Assets (WDV or RIV) : WDV</li> <li>Insurance Start Date : 2024-03-30T18:30:00.000Z</li> <li>Insurance End Date : 2025-03-29T18:30:00.000Z</li> </ul>			
<b>अनुबंध की राशि   Amount of Contract</b>			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	236688		
मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a>   <a href="#">Price Break up offered Document link</a>			
<b>एसएलए विवरण   SLA Details</b>			
<h2>Asset Insurance</h2> <h3>SERVICE STC</h3> <h4>SPECIAL TERMS AND CONDITIONS FOR</h4>			
<p><b>1. Preamble</b></p> <ul style="list-style-type: none"> <li>All contracts related to Asset Insurance placed through GeM shall be governed by the following set of Terms and Conditions:</li> </ul> <ol style="list-style-type: none"> <li>General terms and conditions for Goods and Services</li> <li>Service STC contained in this document</li> <li>BID / Reverse Auction specific ATC</li> </ol> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <p><b>2. Objectives and Goal</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li> <li>Present a clear, concise and measurable description of services offered to the Buyer</li> <li>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</li> <li>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li> </ul> <p>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.</p> <p><b>3. Stakeholders</b></p> <p>The main stakeholders associated with this agreement are:</p> <ul style="list-style-type: none"> <li><b>Buyer:</b>The Buyer/ Client is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms</li> <li><b>Service Provider:</b>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.</li> </ul> <p>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.</p> <p><b>4. Service Scope</b></p>			

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

- The Buyer must inform the Insurer in the event of movement (change in location) of any of the insured assets
- 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.
- 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
1.	Settlement of all claims by Service Provider within 30 days	Interest at the rate of 20% p.a. on the delayed claim

from the date of submission of complete documents by amount  
the Buyer.

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

1. The Insurance Company or their Service Provider must have been in the Insurance business in India for at least XX years : Not applicable
2. Buyer to specify the Service Provider must have a Solvency Ratio more than YYY% : Not applicable
3. The Insurance Company or their Service Provider should currently be providing insurance to at least YY Government, Semi-government, PSU, Govt. Undertaking, Autonomous bodies, Educational institutes of national repute etc. : Not applicable
4. The Insurance Company or their Service Provider should be providing insurance to at least XX clients in India where the annual premium is more than INR XX for each client : Not applicable
5. The Insurance Company or their Service Provider 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 : Not applicable
6. The bidder should have a claim settlement ratio of more than ZZ% for (Type of Insurance) over the last 3 years : Not applicable
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 : Not applicable
8. Gross Total Premium underwritten within India in last XX Financial Years should be more than INR Rs. XXX Crores. : Not applicable
9. Gross Total Premium for (Type of Insurance) underwritten within India in last XX Financial Years should be more than INR Rs. XXX Crores : Not applicable
10. Scope Inclusions/Exclusions Advisory- With reference to Order F.No. 14017/64/2020-Ins. II issued by the Department of Financial Services under Ministry of Finance, it is advised not to include Net-Worth as a criterion for Public Sector General Insurance Companies in General Insurance tenders. : [click here](#)
11. Details for Assets to be insured : [click here](#)

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

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

**ईपीबीजी विवरण | ePBG Detail**

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

**नियम और शर्तें | Terms and Conditions**

**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 [Click here to view the file](#).

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

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