

एसजेवीएन अरुण-3 पावर डवलपमेंट कंपनी प्रा. लि.
SJVN Arun-3 Power Development Company Pvt. Ltd.

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

900 मेगावाट अरुण-3 जलविद्युत परियोजना

900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/RFP-05/2023-909

Dated: 26.10.2023

Request for Proposals (RFP)

Sealed Insurance proposals are hereby invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) (the Employer) from the eligible Insurance Companies of Nepal for “Insurance of Fixed Assets of SAPDC (RFP-05)” as per the details provided here-in-below:

Sr. No.	Description	Remarks
1.	Scope of work	Refer <i>Annexure ‘A’</i>
2.	Terms and Conditions for Insurance	Refer <i>Annexure ‘B’</i>
3.	Bill of Quantities (BOQ)	Refer <i>Annexure ‘C’</i>
4.	General Information	Refer <i>Annexure ‘D’</i>
5.	Form of declaration	Refer <i>Annexure ‘E’</i>
6.	Bank Account Details	Refer <i>Annexure ‘F’</i>
7.	Bid Security Declaration	Refer <i>Annexure ‘G’</i>

1. Minimum Qualifying Requirements:

- Insurance company should be registered under Company Act 2063 B.S.
- Insurance company should have valid registration under Insurance Act 2049 B.S. and regulations of Nepal Insurance Authority for Non-Life Insurance category. The license should be valid on the date of submission of bid.

2. Submission of Bid:-

The bidder/insurance company must submit the bid as per contents indicated herein below. The envelope shall be duly super scribed as “Proposal for Insurance of Fixed Assets of SAPDC (RFP-05)” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **02.11.2023 by 1500 Hrs.** and same shall be opened on 03.11.2023 at 1200 Hrs. in presence of authorized representative of firms who choose to attend.

3. Contents of Bid:

- Copy of Company Registration.
- Copy of PAN/VAT registration.
- Documentary proof of Registration as per Insurance Act 2049 B.S. and regulations of Nepal Insurance Authority for Non-Life Insurance category for meeting out criteria laid down at Sr. No. 1 above.
- Duly signed Annexure-A and Annexure-B.
- Price bid: Comprising of Price Bid at Annexure-C i.e., duly filled, signed and stamped in Bill of Quantities (BOQ)
- Duly filled in, signed & stamped Annexure - D ‘General Information’
- Duly filled in & signed ‘Form of declaration’ as per Annexure-E.
- Bank Account Details as per Annexure-F.
- Bid Security Declaration as per Annexure-G.

4. **Opening of Bid:** The bids shall be opened on the date and time indicated in Sr. No. 2 above in the office of CE (P&C), SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.
5. **Scope of work:** The scope of work for present assignment shall be as per Annexure-A of this RFP Document.
6. **Bid Validity:** The bid (s) shall be valid for 120 days from the opening of bid (s).
7. **Bid Security:** The Bidder shall furnish, as part of its bid, a Bid Security Declaration as stipulated in the Bid Data. The bid security shall be on Letter head of the Bidder. Declaration of Bid Security in original shall be submitted along with bid.

Any Bid not accompanied by an acceptable Bid Security Declaration and Letter of Tender together with its attachments shall be rejected by the Employer as non-responsive. The Bid Security Declaration of a JV/Consortium must be in the name of the individual partner of JV/Consortium.

The Bidder shall be suspended for participation in the tendering process for works of SAPDC for a period of one year from the date of issue of notice of such suspension by the Employer if the Bidder withdraws its Bid or varies any terms & conditions in regard thereto during period of bid validity or if the Bidder adopts corrupt or collusive or coercive or fraudulent practices.

8. The bidder shall offer annual premium in the proforma provided in Annexure-C (BOQ) for insuring the fixed assets “on Firm Price Basis” and shall not be subject to adjustment on any account. The quoted rates shall be exclusive of VAT @13% which shall be paid as per actual by SAPDC.
9. Amount should be filled in both figures and words. In case of ambiguities in between the amount in figures and in words, the amount quoted in words shall prevail. SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.
10. **Payment:** Premium shall be processed by the HR Deptt., SAPDC, Tumlingtar, after production of bill/demand note by the successful Insurance Company.
11. **Award Criteria:** The Bidder meeting the minimum qualifying requirements and whose bid is substantially responsive to requirements of RFP Document without any material deviation and offering lowest price for the complete scope will be considered for award.
12. **Rejection of the offer and other conditions:**
 - i. SAPDC reserves to itself full rights to reject any or all of the proposals either in part or in full without assigning any reasons whatsoever.
 - ii. The Insurers taking any material deviation from conditions of RFP document shall be rejected.
 - iii. After closing time of submission of proposals no changes will be acceptable, in case any Insurer submits any type of document, its offer will be rejected.
 - iv. Any incomplete offer for Schedule of Premium to be charged, will be considered as deviation and the offer of such Insurer will not be considered for award and will be rejected.

13. Liability: The Insurer shall be solely liable and legally responsible to SAPDC for issue of policy documents, prompt settlement of claims etc. and to pay claims to the full extent subject to terms and conditions of policy.
14. Modification and withdrawal of Bid: No bid can be withdrawn or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in Bid documents. The bidder may modify or withdraw his bid prior to the deadline prescribed for submission of bids.
15. Clarification of Bids: During bid evaluation, the Owner may, at its discretion, ask the Bidder for a 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.
16. Language of the Bid: All information in the Bid, correspondence and supporting documents, printed literature related to the Bid shall be in English. In case of documents being in language other than English, translated copies shall be submitted with the bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.
17. For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to:-

Name	Designation	Contact No.	Address
Er. R. K. Jassal	CE (P&C)	+977-29-575154, 9852024906	Arun-3 HEP, SAPDC, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal.

Note: Insurer may also seek clarification on the terms and conditions including scope of proposal mentioned in the document by the last date of bid submission. If it is determined that clarifications sought is necessary required for this document, the corrigendum shall be issued accordingly.

18. Resolution of Dispute: In case of any dispute or difference, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.
19. Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited contract between the parties.
20. The contract shall be governed by and interpreted in accordance with the laws in force in Nepal.
21. Corrigendum/Addendum, if any to RFP shall be uploaded on websites www.sapdc.com.np, www.sjvn.nic.in.
22. SAPDC reserves the right to reject any or all the proposals without assigning any reason thereof.
23. SAPDC reserves the right to cancel / withdraw the RFP without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision.
24. General
 - a. The Insurance Company shall entertain the claims routed through HR Department of SAPDC only.

- b. The claim shall be settled within a period of one month from the submission of the entire required documents to the insurance company.
- c. In respect of matters which are not specifically covered in the above scheme, the provisions of the policy taken from the insurers will be followed. Further in case of differences if any in the provisions of the scheme and that of the Insurance Policy, the later shall prevail.

For & on the behalf of SAPDC

Sd/-

**Chief Engineer (P&C),
Arun-3 HEP, SAPDC
Satluj Bhawan, Arun Sadan,
Tumlingtar, Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154,
E-mail Address: pnc.sapdc@gmail.com
pnc.sapdc@sjvn.nic.in**

SCOPE OF INSURANCE

Policy shall cover insurance of fixture, furniture and the capital assets etc. of SAPDC offices located in district Sankhuwasabha, Janakpur and Kathmandu for the total sum insured equivalent to Total Net Value of Assets as detailed below:

I. Assets to be insured against Earthquake, terrorism, RSMD, floods and other natural calamities etc.

Sr. No.	Description	Net Book Value
1	Buildings	848925630/-
2	Bridges	127637170/-
3	Plant and Machinery	17036684/-
4	Furniture, Fixtures and Equipment	78484886/-
5	Electrical Works	15587617/-
6	Electrical Equipment	23278769/-
7	Office Equipment	7396661/-
8	Data Processing Equipment	4472731/-
	Total Net Value of Assets (NPR)	1,122,820,148/-

II. Assets to be insured against Burglary/Fire Insurance

Sr. No.	Description	Net Book Value
1	Plant and Machinery	17036684/-
2	Furniture, Fixtures and Equipment	78484886/-
3	Electrical Works	15587617/-
4	Electrical Equipment	23278769/-
5	Office Equipment	7396661/-
6	Data Processing Equipment	4472731/-
	Total Net Value of Assets (NPR)	146,257,348/-

Period of Policy: The period of policy shall be one year which can be extended by one more year (or part thereof) on same terms & conditions based on satisfactory performance of Insurance Company. The policy shall come into force from date & time on receipt of insurance premium in the bank account of insurance Company. Insurance policy shall be handed over to SAPDC within 48 hours from receipt of premium.

Deductibles:

- a. Deductible: 5% if each and every claim subject to a minimum of NPR 50,000/-
- b. In case of theft/burglary cover – Deductible – 5% of claim amount subject to a minimum of NPR 10,000/-

TERMS AND CONDITIONS FOR INSURANCE

A. GENERAL TERMS AND CONDITIONS FOR INSURANCE

- 1) 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 Nepal Insurance Authority from time to time.
- 2) The Service Provider must agree with all the Terms and Conditions specified in the RFP document. The policy issued by the Insurer must be compliant with the T&C of the RFP document.
- 3) 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.
- 4) 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 RFP document.
- 5) 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.
- 6) Insurer should clearly indicate the list of 'Exclusions and Assumptions' in the proposal they submit to Buyer.
- 7) 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.
- 8) 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.
- 9) In case of foreclosure of the policy/contract, the premium on pro rata basis should be refunded
- 10) Risk will not be assumed by the Insured unless premium is paid before the risk inception date/time.
- 11) Insurance companies may offer Add-on covers as per Nepal Insurance Authority 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.
- 12) The bidders (Service Providers) must not divulge personal information of the insured to any external party, without the consent of the Buyer
- 13) In case of any grievances, Buyer may file complaints either with the concerned Insurance Company or with Nepal Insurance Authority.
- 14) 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

- 15) 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.
- 16) 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.
- 17) 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.
- 18) More than one bid from the same bidder shall disqualify the bidder from participation in the bid.

B. SPECIAL TERMS AND CONDITIONS FOR ASSET INSURANCE

- 1) The Buyer must inform the Insurer in the event of movement (change in location) of any of the insured assets
- 2) The insurance Company shall appoint a surveyor immediately on receipt of claim(s) intimation from Buyer and shall coordinate for immediate settlement of claim
- 3) 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.
- 4) 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.
- 5) 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.
- 6) Insurance Company to furnish a declaration stating compliance with all guidelines of Nepal Insurance Authority. The Buyer (Insured) will not be responsible in case of any non-compliance by the Insurer with the guidelines of the regulator.
- 7) 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.
- 8) 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.

Bill of Quantities (BOQ)

Subject: “Insurance of Fixed Assets of SAPDC (RFP-05)”

Sr. No.	Description	Premium (inclusive of all taxes, duties, levies etc. except VAT) In figures	Premium (inclusive of all taxes, duties, levies etc. except VAT) In words
		NPR	NPR
1	Lump sum Insurance Premium to be charged for insurance of assets as per sr. no. I of Annexure-A for the Total Net Value indicated		
2	Lump sum Insurance Premium to be charged for insurance of assets as per sr. no. II of Annexure-A for the Total Net Value indicated		
	Grand Total		

Note:

In case of discrepancy between lump sum cost quoted in figures and words, the lumpsum price quoted in words shall be considered.

Date:

Place:

Signature of Authorized Official with Designation and Stamp

GENERAL INFORMATION

Sr. No.	Description	Particulars (To be filled by Insurance Agency)
1.	Name and address of the Insurer	
2.	Fax/ e-mail address	
3.	Phone No. (Office)	
4.	Name, designation, contact no. and email address of the official of the Insurer to whom all the references shall be made	
5.	Insurer to whom all the references shall be made at	
(a)	Head Office (HO)-	
(b)	Divisional Office (DO)-	

Date:

Signature of Authorized Official with Designation and Stamp

FORM OF DECLARATION

We, M/s _____ (name of Bidder/Insurer) having its registered office at _____ (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied completed RFP document & its Terms & conditions etc. and all corrigendum (if any) pertaining to the “Insurance of Fixed Assets of SAPDC (RFP-05” the local and site conditions and having undertaken to execute the said works, DO HEREBY DECLARE THAT:

- 1) We are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer.
- 2) We undertake that all the documents uploaded along with the RFP document have been read and there is no deviation from the terms and conditions of the RFP document including Corrigendum/Addendum (if any). The submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer.
- 3) We are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Government of Nepal that may affect the work, its performance or personnels employed therein.
- 4) The above statement submitted by us is true and correct to our best knowledge.

Date:

For and on behalf of the Bidder/Insurer

.....

(Signature of authorized representative of the Bidder/Insurer, along with his name, Seal of Company)

BANK ACCOUNT DETAILS

Sr. No.	Particulars	#To be filled by bidder(s)
1.	Name of Bidder as per Bank record	
2.	Bank account number	
3.	Bank name	
4.	Branch address	

#Copy of cancelled cheque may also be attached

For and on behalf of the bidder /Supplier

.....

(Signature of authorized representative of the Bidder/Supplier, along with his name, Seal of Company)

(To be executed on Letterhead of the Bidder)

(Bid Security Declaration)

Tender No:

Date:

To

**CE (P&C), SAPDC
Satluj Bhawan, Arun Sadan, Tumlingtar,
Distt. Sankhuwasabha, Nepal**

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, *[Name of the bidder]*, shall not be withdrawn or varied during the period of bid validity as stipulated in the RFP Document.

I, on behalf of bidder, *[Name of the bidder]*, also accept the fact that in case the bid is withdrawn or varied any term & condition in regard hereto during the period of bid validity, or if we adopt the corrupt or coercive or fraudulent practices, then *[Name of the Bidder]* will be suspended for participation in the tendering process for the works of SAPDC, for a period of one year from the date of issue of notice of such suspension by the Employer.

Date:

(Signature of Authorised Signatory)

Place:

(Name).....

(Designation)

(Common Seal).....

** In case of a sole Bidder, Bid Security declaration should be on the letterhead of the Bidder and should be signed by a person competent to bind the Bidder. Proof of same in form of Power of Attorney or other document may be enclosed with the bid.*