

NATIONAL HIGHWAYS INFRA PROJECTS PRIVATE LIMITED

Registered Office: G 5 & 6, Sector-10, Dwarka, New Delhi

CIN: U65929DL2020GOI366835

Email: procurement@nhit.co.in

Request for Proposal (“RFP”) issued by National Highways Infra Projects Private Limited for Selection of Insurer for **Commercial General Liability Insurance and Sabotage & Terrorism Insurance** For Road Assets under NHIPPL.

BID SUMMARY

1.	Last date and time for receipt of Bidding Documents	23 rd November 2023 up to 17:00 Hrs
2.	Date and Time of Opening of Bids	At 18:00 Hrs on 23 rd November 2023
3.	Place of opening of Bids	NHAI – HQ (Old Building), G 5 & 6, Sector-10, Dwarka, New Delhi, India

Note: - Bids will be opened in the presence of bidders who choose to attend as above

NATIONAL HIGHWAYS INFRA PROJECTS PRIVATE LIMITED

G 5& 6, Sector 10, Dwarka, New Delhi – 110 075, India

Phone: 91-011-25074100 & 25074200; Extn – 3632

Email: Procurement@nhit.co.in

Date: 17th November 2023

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of "NHIT-entities" by persons authorized to do so, is provided to the interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by NHIT-entities to interested parties who submit their quote (henceforth "Bidders") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for Selection of Commercial General Liability Insurance provider and Sabotage & Terrorism Insurance for National Highways Infra Projects Private Limited (NHIPPL)

NHIPPL makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this process.

A Bidder must warrant that all the information provided by it to NHIT-entities at the time of application & subsequently, is true to the best of its knowledge and belief, and specially warrants that it has duly complied with the provisions of laws applicable to it. Bidder indemnifies NHIT-entities from any liabilities arising out of error or default or negligence or contravention in regard to any of the applicable laws, including, but not limited to, submission of statutory forms & other such documents.

The issue of this RFP does not imply that NHIT-entities is bound to select any Bidder(s) for any project/ Transaction. NHIT-entities may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for bona fide reasons, which will be notified to all the Bidders invited to tender. Further NHIT-entities hereby reserves its right to annul the process at any time prior to issuance of Letter of Award without incurring any liability towards the Bidders.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHIT-entities or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and NHIT-entities shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidders in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and the related processes.

Section 1. Notice Inviting Tender

1. The National Highways Infra Projects Private Limited (hereinafter referred to as “NHIPPL”) on behalf National Highways Infra Trust (hereinafter referred to as “NHIT” or “InvIT”), invites bids from reputed parties for Selection of Commercial General Liability Insurance Provider for National Highways Infra Projects Private Limited (NHIPPL).
2. Vendors will be selected under Cost Based Selection Method as described in this RFP and in accordance with the practices of InvIT.
3. The RFP includes the following documents:
 - Section 1 – Notice Inviting Tender
 - Section 2 – Instructions to Bidders
 - Section 3 – Scope of work
 - Section 4 – Form of Technical Proposal
 - Section 5 – Form of Financial Proposal
 - Section 6 – Undertakings
4. The RFP is uploaded on the website of NHA InvIT at <https://www.nhaiinvit.in/procurement/index.html>
5. **Brief Description of Bidding Process**
 - 5.1 NHIPPL has adopted a Single stage evaluation process for selection of the Bidder(s) for Selection of Agency for Commercial General Liability Insurance and Sabotage & Terrorism Insurance, the financial bid (the “Financial Bid”) containing the amount quoted by the Bidder shall be submitted in physical form.
 - 5.2 Bidders may send their authorized representatives along with an authorization letter on the letter head of the bidder for participation in the opening of the Financial Bid. The Financial Bids will be opened physically at the location provided in such communications. Only one representative of the Bidder shall be allowed to attend the opening of the Financial Bids. Bidders are advised to issue an Authorization Letter on the name of their representative official’s name for the same. Without this your official will not be allowed in Financial Bid opening.
 - 5.3 The Financial Bid of each bidder shall be opened and evaluated.
6. Any queries or request for additional information concerning the RFP shall be submitted in writing and/or e-mail to the officer designated below. The envelope / email communication shall clearly bear the following identification/title: "Queries/ Request for Additional Information: RFP issued by NHIPPL for Selection of Commercial General Liability Insurance and Sabotage & Terrorism Insurance for National Highways Infra Projects Private Limited (NHIPPL).
7. Successful Bidder represents and warrants to the NHIPPL as follows:
 - It has been duly incorporated in India and is valid as per the existing laws of India.
 - It shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
 - The Employees of the successful Bidder shall continue to be its Employees and work under its discretion and shall not claim any employment from NHIPPL by the virtue of providing the services, irrespective of the location of their work. The payment of salary, benefits and all related taxes for the employees of the respective party will be the sole responsibility of that party only.
 - Will not contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court, governmental instrumentality or Governmental Authority to which it is subject.
 - The signatory to this agreement has due authority and power in its favor to execute this Agreement and bind and such authority and power is still valid and subsisting.
 - This Agreement constitutes legal, valid and binding obligations of such Party enforceable in accordance with its terms; and
 - The execution and delivery of, and the performance of obligations under and in compliance with the provisions of this Agreement will not result in: (i) a violation of any terms and conditions of Articles of Association, Memorandum of Association or any other relevant charter documents of respective party

whereby the respective Parties are constituted; or (ii) a breach of, or constitute a default under, any instructions to which it is a party or by which it is bound; or (iii) a violation of any law or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or governmental agency or agreement to which it is a party or by which it is bound.

- That the successful Bidder is not misleading NHIPPL in any way.
- No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the successful Bidder threatened against or otherwise involving the successful Bidder which could have an adverse effect on its business, assets or financial condition or upon NHIPPL's reputation.
- That the successful Bidder will immediately notify NHIPPL of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the successful Bidder business, assets or financial condition, or NHIPPL's reputation or render the successful Bidder unable to perform its obligations under the agreement, if any or have a material adverse effect on the evaluation of the responses by Bank; and
- The successful Bidder has not and will not seek to influence any decisions of NHIPPL during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other successful Bidders.

8. Non-Disclosure Agreement

As the successful bidder will have access to the data of the NHIMPL, the NHIPPL may require the successful bidder to sign a non-disclosure agreement undertaking indemnity for not disclosing or part with any information relating to the Bank and its data to any person or persons or authorities, without written consent of the NHIPPL. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the NHIPPL against the bidder. If the NHIPPL decides, the Bidder shall sign non-disclosure agreement within one month of the bidder being declared successful, failing which Bank will cancel the order and may take appropriate action against the bidder.

9. Force Majeure –

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In the case of a FM, the contract frees both parties (NHIPPL & the vendor) from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. However, this does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The parties have to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, NHIPPL may at its option terminate the contract without any financial repercussion on other side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the vendor would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

10. Address for Communication:

Shri Shubhra Bhattacharya
Chief Operating Officer (COO)
National Highways Infra Projects Private Limited, G-5 & 6, Sector-
10, Dwarka, New Delhi, 110075, India.
Email: procurement@nhit.co.in

11. Schedule of Bidding Process:

The NHIPPL shall endeavor to adhere to the following schedule: Any changes to the following schedule shall be informed to the Bidders through Website or email communication.

S. No.	Description of Events	Date
1.	Date of Issuing the RFP	17 th November, 2023
2.	Last date for receiving queries from bidders	20 th November 2023 upto 17:00 Hrs
3.	Pre-Bid Meeting	No pre-bid meeting. The bidders have to submit their queries through email which will be replied at NHA InvIT website/ through email.
4.	NHIPPL's response to queries latest by	21 th November, 2023 up to 17:00 Hrs
5.	Bid due date (Last date for bid submission)	23 rd November, up to 17:00 Hrs
6.	Opening of Bids	At 18:00 Hrs on 23 rd November at NHIPPL Office, New Delhi

Section 2. Instruction to the Bidders

1. Introduction:

- 1.1. National Highways Authority of India (“NHAI”), being the Sponsor of NHIT settled the NHIT on October 19, 2020, as a contributory irrevocable trust, pursuant to the Trust Deed executed under the provisions of the Indian Trusts Act, 1882. The NHIT was registered with SEBI on October 28, 2020, as an infrastructure investment trust under Regulation 3(1) of the InvIT Regulations having registration number IN/InvIT/20-21/0014. The NHAI settled NHIT for an initial sum of ₹ 10,000. NHIPPL has been appointed as the Investment Manager of the NHIT.
- 1.2. NHIT had pursuant to an initial Private Placement raised Unit capital from various investors on the 3rd of November 2021 and purchased the National Highways Infra Projects Private Limited (“NHIPPL”) from NHAI. The said Units were listed on both BSE and NSE on the 10th of November 2021.
- 1.3. NHIPPL, a WOS of NHIT, had entered into five (5) independent Concession Agreements with the NHAI for concessions of each of the toll roads. The Concession Agreements provide NHIPPL the right to collect tolls for a period of 30 years from users of each Toll Road w.e.f Dec. 16 2021.
- 1.4. Subsequently NHIPPL had entered into three (3) independent Concession Agreements with the NHAI for concessions of each of the toll roads. The Concession Agreements provide the NHIPPL the right to collect tolls for a period of 20 years from users of each Toll Road w.e.f October 29, 2022.

2. Proposal

- 2.1 NHIPPL seeks proposals for the Selection of Commercial General Liability Insurance and Sabotage & Terrorism Insurance for National Highways Infra Projects Private Limited (NHIPPL) as per scope of work given in Section 3 – Scope of Work of the RFP document (“Services”).

3. Clarification and Amendment of RFP Documents

- 3.1 Bidders may request for clarifications on up to the time mentioned in Section 1. Any request for clarification must be sent in writing to NHIPPL’s address indicated in the RFP or by e-mail to procurement@nhit.co.in. NHIPPL will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response to all Bidders. Should NHIPPL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the established procedure and inform the Bidders of the same through written communication or by uploading it on the website of NHAI-InvIT.
- 3.2 At any time before the submission of the Bids, NHIPPL shall have the right to amend the RFP by issuing an addendum/ amendment in writing or by standard electronic means. The addendum/ amendment shall be uploaded on the website of NHAI InvIT at <https://nhaiinvit.in/> which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NHIPPL may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.
- 3.3 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

4. Submission of Proposal

- 4.1 The proposal shall be submitted as indicated below:
- 4.2 Envelope containing the Financial Bid of the “Commercial General Liability Insurance”. The proposal should be in the manner and format as prescribed in Section 5 – Form of Financial Bid. Please note that proposals with any conditionality will be summarily rejected.
- 4.3 Proposals (i.e. the aforesaid envelope marked as “BID-Proposal for Selection of Commercial General Liability Insurance for National Highways Infra Projects Private Limited (NHIPPL) should reach the undersigned, latest by date/time mentioned in the Section 1 - Notice inviting Tender, in hard copies/in original and shall remain valid for 30 days thereafter. The proposal should be signed by the authorized signatory of the Bidder, supported by the relevant authorization document from the Bidder firm on his name. No Proposal will be entertained after the due time and date, as stated above. NHIT-entities shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date, will be summarily rejected.

NHIT-entities reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned.

5. Modification/ Substitution/ Withdrawal of Bids

- 5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.
- 5.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NHIT-entities, shall be disregarded.
- 5.3 Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per clause 4 above, mentioning "Revised Bid" on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Technical or Financial Bid may be modified after the Bid Due Date. Withdrawal or modification of Technical or Financial Bids between the Bid Due Date and Expiration of Bid validity shall result into disqualification from the bidding process.

6. Opening and Evaluation of the Bids

- 6.1 The Bids will be opened after the due date at the time prescribed in the RFP document in the presence of the Bidders who choose to attend. NHIPPL will subsequently examine and evaluate the Bids in accordance with the provisions set out herein.
- 6.2 To assist in the examination, evaluation, and comparison of Bids, NHIPPL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHIPPL in the evaluation of the Bids.
- 6.3 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFP and shortlisted for the purpose of opening of their Financial Bids.
- 6.4 Except in case any clarification is asked by NHIPPL, no Bidder shall contact NHIPPL on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If any Bidder wishes to bring additional information to the notice of NHIPPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

- 7. Prior to evaluation of the Bids, the NHIPPL shall determine whether each Bid/Proposal is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:
 - a. If a Bidder submits more than one Bid against this RFP.
 - b. The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.
 - c. Documents are submitted loose. (To clarify, the documents should be serially numbered, signed on all the pages by the Authorised Signatory of the Bidder and be submitted in hard bound / spiral bound).
 - d. If in case the Power of Attorney or the Authority Letter is not provided as per Paragraph 16 of this Section.
 - e. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document.
 - f. Failure to comply with all the requirements of RFP document by a Bidder.
 - g. If the Bid is not submitted in the formats prescribed in the RFP document.
 - h. If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non-responsive.
 - i. If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
 - j. A Bid valid for a period of time shorter than prescribed in the RFP document.

8. Conflict of Interest

Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHIPPL strictly avoid conflicts with other assignments or their own corporate interests and act without

any consideration for future work. No two Bidders can have same constituents or any such arrangement pursuant to which any third party is in a position to have access to confidential information of each other.

9. Fraud & Corruption

9.1 Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NHIPPL defines:

9.1.1 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

9.1.2 “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the NHIPPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NHIPPL of the benefits of free and open competition.

9.2 NHIPPL will reject a proposal for Selection if it determines that the bidder recommended for engagement has engaged in corrupt or fraudulent activities in competing for the work in question.

9.3 NHIPPL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be engaged if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in the bidding process for engagement for the subject work.

9.4 The bidder declared ineligible for corrupt and fraudulent practices by NHIPPL in accordance with the above paras shall not be eligible for selection.

10. Consortium of Bidders is not allowed.

11. Engagement Period

NHIPPL propose to Issue LOA for validity of one Year.

12. Minimum Eligibility Criteria

12.1 Bidder (Insurer) Eligibility Criteria To be considered for selection by the NHIPPL, the bidders should meet the following criteria: Table.

S.No.	Criteria	Documents to be submitted
1	Well established and reputed General Insurance Firms / Companies which are Registered / having valid license issued by Insurance Regulatory and Development Authority (IRDA).	Copies of valid license issued by IRDAI.
2	The General Insurance Company should have been underwriting the policy for period of three years for which they are submitting their quotation.	Self-Declaration of underwriting similar policy in last three years.
3	The Applicant (insurance company) should not have been blacklisted/ barred/ disqualified by any regulator/ statutory body in the past 3 years	Self-Declaration

12.2 The Bidder/ Company should have cumulative revenue/ turnover of minimum Rs 2500.00 crores during the last three financial years ending 31/03/2021, 31/03/2022 and 31/03/2023. Certified copies of financial statements or certificate of turnover from Statutory Auditor/ Chartered Accountant of the Bidder to be submitted along with the bid.

12.3 The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIPPL or IDBI Trusteeship Services Limited.

13. Dis-Qualification Criteria:

The company may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent:

13.1 Submitted the proposal documents after the response deadline;

- 13.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 13.3 Failed to provide related clarifications, when sought;
- 13.4 Respondent or its directors declared ineligible, **debarred** by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted;

14. **Financial Proposal**

The Financial Proposals of Bidders would be opened. Authorized persons from Bidders may remain present at the time of opening of the Financial Proposals along with an Authorization Letter issued by their organization. The date and time of opening of the Financial Proposals would be shared on NHA InvIT.

15. **Procedure for Selection of Commercial General Liability Insurance insurer's**

- 16.1 The Selection of Commercial General Liability Insurance insurer amongst the qualified bids will be done by NHIPPL, at its own discretion. Accordingly, NHIPPL has the right to award the work to any of the Insurance Firm, depending on the exigencies, nature and magnitude of the Transaction.

16. **Documents to be submitted along with the Bid**

- 16.1 Either power of attorney or an authority letter from Partner/ Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the Bid document.
- 16.2 Bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 16.3 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder
- 16.4 Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NHIPPL may ask for 3rd party certificates from the Bidder(s), at a later stage.
- 16.5 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.

17. **Financial Bids / Fees**

- 17.1 The Bidder is required to submit financial proposal as per Section 4 – Form of Financial Proposal.
- 17.2 The Premium quoted should be unconditional.
- 17.3 NHIPPL shall pay the Successful Bidder Commercial General Liability Insurance provider the applicable Premiums as detailed in Section 2 above, as sole compensation for the performance of the Services.
- 17.4 The Premiums shall be payable as per payment schedule after submission of appropriate tax invoice.
- 17.5 All the expenses including those related to the scope of work, travelling, manpower, or any other out-of-pocket expense shall be borne by the Bidder.

18. **Key Terms and Conditions of Selection**

1. NHIPPL reserves the right to curtail or extend the validity period of empanelment of an Empaneled Advisor(s).
2. NHIPPL will have the right to remove any Empaneled Advisor from the empaneled list without assigning any reason whatsoever and without any cost & compensation therefore NHIPPL also reserves the right to replace/remove/ appoint any new empaneled bidder as the Commercial General Liability Insurance insurer for an ongoing or future Transaction at any stage of the Transaction or Insurance Period.
3. The appointed Commercial General Liability Insurance insurer is/are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NHIPPL's Interest.
4. Each appointed Commercial General Liability Insurance insurer will maintain confidentiality on matters disclosed.

5. The reports/ opinions/ presentations submitted by Commercial General Liability Insurance insurer as part of its Services shall be the property of the NHIT/ NHIPPL and it can be repeatedly used by NHIT/ NHIPPL for its disclosed and undisclosed purposes.
6. Each bidder should undertake that during the empanelment period, the Empaneled Advisor would make no change in the composition of the Proposed Team (as submitted in the Technical Proposal) and if any change happens, then the replacement should have credentials higher or equivalent to the exiting member.

19. Dispute Resolution

Any dispute arising out of the RFP, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 through a panel of three arbitrators, with each of NHIPPL and the remaining disputing party(ies) appointing one arbitrator and the two arbitrators so appointed appointing a third arbitrator. Provided that if any disputing parties fail to appoint an arbitrator within 15 days from the dispute being referred to arbitration, the other parties shall be at liberty to appoint an arbitrator for such disputing party(ies) and such Selection shall be final and binding on the other disputing parties. The venue of the arbitration shall be at New Delhi.

Section 3: Scope of work

Request for quote for Commercial General Liability Insurance and Sabotage & Terrorism Insurance of M/s National Highways Infra Projects Pvt. Ltd

We call for quotations to cover our Assets against Sabotage & Terrorism Insurance and Commercial General Liability Insurance, please provide your best coverage terms and premium quotation at the earliest.

Name of the Insured	M/s National Highways Infra Projects Pvt. Ltd
Regd. Office	Dwarka, New Delhi
Risk Location	As Per Annexure
Risk Details	Road, Road Assets, Toll Plaza, Bridges Including Major Bridges, Minor Bridges, Culverts, Various underpasses constructed in the length of the entire project and bridges over Railway Crossings Including Business Interruption
Policy Type	Sabotage & Terrorism (SAT)
Period of Insurance	01/12/2023 to 30/11/2024
Total Sum Insured	
Material Damage	6855.35 Crs
Business Interruption	800.00 Crs
Total (MD+BI)	7655.35 Crs
Limit of Liability	Option 1: Rs 500 Crs any one occurrence and in aggregate Option 2: Rs 750 Crs any one occurrence and in aggregate Option 3: Rs 1000 Crs any one occurrence and in aggregate
Scope Of Cover	SAT with the below Add-ons
Escalation clause	10% of SI
Removal of Debris	Yes, Rs. 50.00 Cr Per occurrence and aggregate
Immediate Repair	Yes, upto Rs. 20.00 Cr Per occurrence and aggregate
Accidental Damage Expenses	Yes, upto Rs. 20.00 Cr Per occurrence and aggregate
Increase cost of working	Yes, upto Rs. 20.00 Cr Per occurrence and aggregate
Third Party Liability Cover	Rs. 50.00 Cr any Per occurrence and in Aggregate
Civil Commotion Cover	Rs. 50.00 Cr any Per occurrence and in Aggregate
Automatic Reinstatement	Yes, up to full Sum Insured – Minimum 1 time
Claim History	NIL
Deductibles	To be Specified by the Insurance Company
Exclusions	Standard
Total Premium	To be provided by Insurer

Annexure – 1

- 1) Asset 1 – Agra Bypass (32.8 Km)
- 2) Asset 2- Shivpuri- Jhansi (75.3 Km)
- 3) Asset 3- Borkhedi – Wadner – Kelapur – Telangana Border
- 4) Asset 4 - Palanpur - Abu Road – Swaroopganj
- 5) Asset 5 - Kothakota to Kurnool
- 6) Asset 6 - Chitorgarh – Kota
- 7) Asset 7 - Kagal to Belgaum (Maharashtra / Karnataka Border)

COMMERCIAL GENERAL LIABILITY INSURANCE

Insured – M/s National Highways Infra Projects Pvt. Ltd

And / or their affiliates and/or subsidiaries and/or parent companies and/or joint venture partners and/or all their clients and /or principals and/or contractors and / or subcontractors etc for their respective rights and interests on named business.

The name and their respective rights and interests for their clients and /or principals and/or contractors and / or subcontractors etc shall be submitted as and when required. **In those situations, they desire separate certificate of insurance for their rights and interests.**

Interest – As per the Commercial General Liability Insurance

Existing Insurer – Future Generali Insurance Co. Ltd

Policy Period – 01/12/2023 to 30/11/2024

Business description – Road, Road Assets, Toll Plaza, Bridges Including Major Bridges, Minor Bridges, Culverts, Various underpasses constructed in the length of the entire project and bridges over Railway Crossings.

Indemnity limit -

General Aggregate Limit - (other Than Products – Completed Operations)	INR 50.00 Crs for Any One Occurrence and in aggregate
Products / Completed Operations Limit	NA

Basis: Claims Made

Coverage Territory: India but worldwide for travel executives

Coverage Jurisdiction: Worldwide including USA/Canada

Governing law: India

Estimated Turnover –

2022-23	687.17 Cr
2023-24	943.46 Cr
2024-25	950.00 Cr

Deductible – Minimal, please specify.

Additional coverage/ conditions –

- Coverage for Designated Premises
 - Asset 1 – Agra Bypass (32.8 Km)
 - Asset 2- Shivpuri- Jhansi (75.3 Km)
 - Asset 3- Borkhedi – Wadner – Kelapur – Telangana Border
 - Asset 4 - Palanpur - Abu Road – Swaroopganj
 - Asset 5 - Kothakota to Kurnool
 - Asset 6 - Chittorgarh – Kota
 - Asset 7 - Kagal to Belgaum (Maharashtra / Karnataka Border)
- Defense costs
- Domiciled operations in India. However, the liability arising out of travel of the executives of the insured anywhere in the world is to be covered.
- Coverage for AOG Peril.

5. Coverage for Cross Liability
6. Coverage for Terrorism – Please specify
7. Coverage for Medical Expenses - Please specify
8. Coverage for fire damage – Please specify
9. Loss minimization / Prevention Expenses Cover – Please specify.
10. Additional Insured Endorsement- wherever required by written contract
11. Personal & Advertising Injury Limit - Please specify
12. 72 Hrs Sudden and Accidental Pollution Extension
13. Non-Owned and Hired Automobile Liability Extension
14. Garage Keepers Liability Coverage
15. Property / Valuables under Care, Custody and control Extension
16. Waiver of Subrogation where required by written contract.
17. Transportation Liability endorsement

Claim experience – NIL

Note: The proposal form if any shall be submitted while binding the policy.

GENERAL TERMS AND CONDITIONS

1. The Insurance company is solely responsible to ensure the timely submission of the quotation at our office.
2. The agency shall not sublet, subcontract, transfer or assign the package and should offer Terms with 100% Carrying Capacity
3. Policy Deductibles forming part of the terms offered shall be standard and minimal.
4. All the service providers have to submit the sealed quote on or before 23.11.2023 by 17.00 hrs.

The undersigned reserve the right to reject any or all bids without assigning any reason or whatsoever

Section 4 :- Form of Financial Proposal

(On the letter head of the bidder)

Financial Proposal

To

Shri Shubhra Bhattacharya

Chief Operating Officer (COO)

National Highways Infra Projects Private Limited, G 5 & 6,
Sector 10, Dwarka, New Delhi, India

Subject: Request for Proposal (“RFP”) issued by National Highways Infra Projects Private Limited for Selection of Commercial General Liability Insurance and Sabotage & Terrorism Insurance insurer Agency for National Highways Infra Projects Private Limited (NHIPPL)

Financial offer of bidders must be submitted in the following manner (as given below):-

S. No	Particulars	Premium (in INR) Excl GST
1	Commercial General Liability Insurance	[•]
2	Sabotage & Terrorism Insurance	[•]

Name & Signature of Bidder's Authorized Signatory

From **(Name & Address of the bidder)**

Date:

Notes for the bidder

1. For the purpose of quoting Base Premium above, the Bidder should assume that one Transaction will include 7 road projects.
2. Minimum amount of Premium to be quoted is **Re.1/-**.
3. The Premium quoted should be limited to 4 (four) decimal points and shall remain FIRM during the term of the contract.
4. The Premium quoted by the bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of Premium.
5. The Premium will be payable in Indian Rupees after successful completion of the Issue. Withholding taxes, as applicable, will be deducted at the time of making payment.

Section 6:- Undertakings

(On the letter head of the bidder)
To be provided with the technical bid

We undertake that: -

1. The proposal submitted hereunder shall remain valid for a period of at least 30 days from the last date for submission of proposal.
2. No other fees/ cost/ expenses/taxes/levies shall be payable by NHIPPL/ NHIT or any of its associated entity for the Services rendered by Bidder/Selected Commercial General Liability Insurance and Sabotage & Terrorism Insurance Agency except as mentioned in Financial Proposal and the OPE expenses as mentioned in the RFP.
3. The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for empanelment. We further certify that there is no investigation pending against us or the CMD/CEO/Directors of our Company and no action has been initiated against us/ our Directors by CVC/ RBI or any other government/ statutory agency with regard to any financial irregularities.
4. The Bidder does not have any conflict of interest which is prejudicial to the scope of work. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of NHIPPL.
5. The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible for acting as Commercial General Liability Insurance and Sabotage & Terrorism Insurance Agency. The Bidder has understood the scope of work properly and shall comply with the terms of engagement.
6. No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU and there is no material case/ proceeding against the Bidder/ its Directors that is likely to have significant impact on its business as Empaneled Bidder / Appointed Transaction Advisor or on its deliverables pursuant to this bid/ RFP.
7. All the information submitted as part of the Bid is true and correct.

We accept all the terms & conditions as mentioned in the RFP. In the event of any contradiction in the terms and conditions as mentioned in the RFP and our proposal/ offer to NHIPPL, the NHIPPL's decision shall prevail.

Signature(s) and name(s) of the Authorized Signatory with Seal

Date: