Invitation for Quotation

Letter No:- BRPNNL/KNG/C00 / 529 Kishanganj / Date:- 22.06.2019

Sealed Quotation is invited from Government / Government undertaking (PSU) Insurance Company / Private Insurance Company registered with IRDA for Insurance policy of the Construction of 2\textsuperscript{nd} Flyover (LCW) parallel to existing Flyover in Kishanganj Town starting from km 472.300 to km 475.480 of NH-31 (Existing NH) (Total Length – 3.180 km) in the state of Bihar on EPC Mode.

This is to inform that BRPNNL has been awarded by NHAI the Construction of 2-lane 2\textsuperscript{nd} flyover (LCW) parallel to the existing flyover in Kishanganj town from km 472.300 to km 475.480 of NH-31 (Existing NH) (Total Length - 3.18 km) in the state of Bihar on EPC mode for Rupees 1,29,20,00,000/- (Rupees one hundred twenty nine crore twenty lacs only). As per the provision of Article 20 and Schedule “P” of the EPC Agreement with NHAI, BRPNNL is entitled to purchase an insurance policy to fulfill the terms and conditions described in above mentioned Article and Schedule.

Pursuant to this Article 20 and Schedule “P” of the EPC agreement with NHAI, BRPNNL invites sealed quotation in the given format for Insurance Policy from Government / Government undertaking (PSU) Insurance Company / Private Insurance Company registered with IRDA.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Policy</th>
<th>Period of Coverage</th>
<th>Sum Assured (Amount)</th>
<th>Annual Premium (Amount)</th>
<th>No of Premium</th>
<th>Total Premium (Amount)</th>
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<tbody>
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Terms & Conditions:
1. Insurance policy should cover the following risks as described in NHAI agreement with BRPNNL.

   (A) **Insurance for Works and Maintenance (As per Article-20.1.6)**
   The Contractor shall provide to the Authority, within 30 days of the Appointed Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of works. The professional coverage shall be for a sum not less than [3% (three per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.

   (B) **Insurance during Construction Period (As per Schedule “P” of Article 20)**
   (I) The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the Completion, the following insurance for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism:
   (a) Insurance of Works, Plant and Materials and an additional sum of 15 (fifteen) per cent of such replacement cost to cover any additional costs of land incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of Contractor’s of removing debris of whatsoever nature and
   (b) Insurance for the Contractor’s equipment and Documents brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.
   (II) The insurance under paragraph 1.1 (a) and (b) above shall cover the Authority and the Contractor against all loss or damage from any cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.

   (C) **Insurance for Contractor’s Defects Liability (As per Schedule “P” of Article 20)**
   The Contractor shall effect and maintain insurance cover for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring prior to the issue of the Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.

   (D) **Insurance against injury to persons and damage to property (As per Schedule “P” of Article 20)**
   (I) The Contractor shall insure against its liability for any loss, damage, death or bodily injury, or damage to any property (except things insured under Paragraph 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor’s performance of this Agreement. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences. The insurance cover shall be not less than: Rs. 2.00 Crore (Rupees Two Crore Only)
   (II) The insurance shall be extended to cover liability for all loss and damage to the Authority’s property arising out of the Contractor’s performance for this Agreement excluding:
(a) the Authority’s right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works, and
(b) Damage which is an unavoidable result of the Contractor’s obligations to execute the Works.

(E) **Insurance to be in joint names (As per Schedule “P” of Article 20)**

The insurance under (B) to (D) above shall be in the joint names of the Contractor and the Authority.

2. The insurance policy shall comply with the Article – 20 and Schedule “P”. The details of which are enclosed with the document.

3. The rate must be quoted in figure and words inclusive of all relevant taxes and no deviation from this would be permitted at later date.

4. No conditional quotation will be accepted.

5. Quotation will be received in office of the undersigned i.e. Senior Project Engineer, Bihar Rajya Pul Nirman Nigam Ltd, External Project Division-2, Kishanganj / Dy CE Works Circle No-02, Bihar Rajya Pul Nirman Nigam Ltd, 7-Sardar Patel Marg Patna-15 on or before Date - 10.07.2019 up to 3.00PM and will be opened on Dated- 10.07.2019 at 3.30PM in the presence of quotationer or their authorized representatives in the office of the undersigned / Dy CE Works Circle No-02, Bihar Rajya Pul Nirman Nigam Ltd, 7-Sardar Patel Marg Patna-15

6. The Quotation will be received in hard copy only. The undersigned reserves the right to reject any or all quotations without any reason thereof and no claim will be entertained in this regard.

**Special Terms & Conditions:**

(I) CAR Insurance Policy should be include the cover of:-

a. Insurance during Construction Period.
b. Insurance for Contractor’s Defects Liability.
c. Insurance against injury to persons and damage to property.
d. Insurance to be in joint names.
e. Earthquake, Force Majeure, malicious act, accidental damage, explosion, fire and terrorism.
f. Owners surrounding Property:- Above 10% with FLEXA.
g. Debris Removal clause.
h. Professional fee.
i. Floater clause.
j. Temporary Removal of stocks clause.
k. Contract price insurance clause.
l. Waiver of subrogation.
m. Contractor’s waiver.
n. Cross liabilities.
o. Extended maintenance cover for 48 months.

(II) PAN, TAN and GST registration must be attached.

(III) Affidavit for not Debar/Black listed/Rescind by any Government/Government Organization/Bihar Rajya Pul Nirman Nigam Ltd.

(IV) The agreement with NHAI can be seen in the office of undersigned in working hours. Quotationers are requested to visit the site for awareness of actual site condition and other prospect before submission of quotation.

(V) If Quotationer has provided wrong documents/false certificates, an appropriate action will be taken to Black list the organization

(VI) Premium of CAR Policy Insurance will be paid by BRPNLTD.
Rate quoted should be submitted in an Envelop on Dated- 10.07.2019 by 3.00 p.m. in the office of the undersigned i.e. Senior Project Engineer, Bihar Rajya Pul Nirman Nigam Ltd, External Project Division-2, Kishanganj /Dy CE Works Circle No.-02, Bihar Rajya Pul Nirman Nigam Ltd, 7-Sardar Patel Marg, Patna-15. Quotation would be opened on Dated- 10.07.2019 at 3.30 p.m. in the office of the undersigned/Dy CE Works Circle No.-02, Bihar Rajya Pul Nirman Nigam Ltd, 7-Sardar Patel Marg, Patna-15.

Undersigned reserves the right to accept or reject any or all offers without assigning any reason thereof.

Name of Contact Person:-

1. Sri Binay Kumar, SPE Kishanganj – 09473400397
2. Sri Munindra Thakur, PE Kishanganj – 09006371769

[Signature]
Senior Project Engineer
Bihar Rajya PulNirman Nigam Limited
External Project Division-2, Kishanganj
ARTICLE 20
INSURANCE

20.1 Insurance for Works and Maintenance

20.1.1 The Contractor shall effect and maintain at its own cost the insurances specified in Schedule-P and as per the requirements under the Applicable Laws.

20.1.2 Subject to the provisions of Clause 21.6, the Authority and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this Article 20 or cannot be recovered from the insurers.

20.1.3 Subject to the exceptions specified in Clause 20.1.4 below, the Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the Authority from and against any and all losses, damages, costs, charges and/or claims with respect to:

(a) the death of or injury to any person; or
(b) the loss of or damage to any property (other than the Works);

that may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of the Works or the remedying of any Defects therein.

20.1.4 Notwithstanding anything stated above in Clause 20.1.3, the Authority shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to:

(a) the use or occupation of land or any part thereof by the Authority;
(b) the right of the Authority to execute the Works, or any part thereof, on, over, under, in or through any land;
(c) the damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any Defects therein, in accordance with this Agreement; and
(d) the death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Authority, its agents, servants or other contractors, not being employed by the Contractor.

Provided that, in the event of any injury or damage as a result of the contributory negligence of the Contractor, the Authority shall be liable to indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims to, the extent as may be proportionately determined to be the liability of the Authority, its servants, agents or other contractors not associated with the Contractor in such injury.
or damage.

20.1.5 Without prejudice to the obligations of the Parties as specified under Clauses 20.1.3 and 20.1.4, the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.

20.1.6 The Contractor shall provide to the Authority, within 30 days of the Appointed Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than [3% (three per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.

20.2 Notice to the Authority

No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 20. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Contractor to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

20.3 Evidence of Insurance Cover

20.3.1 All insurances obtained by the Contractor in accordance with this Article 20 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10 (ten) days from the Appointed Date, the Contractor shall furnish to the Authority notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the Authority. The Contractor shall act in accordance with the directions of the Authority. Provided that the Contractor shall produce to the Authority the insurance policies in force and the receipts for payment of the current premia.

20.3.2 The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement.

20.4 Remedy for failure to insure

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Contractor, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Contractor.
20.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Contractor pursuant to this Article 20 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

20.6 Contractor's waiver

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

20.7 Cross liabilities

Any such insurance maintained or effected in pursuance of this Article 20 shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Authority as separately insured.

20.8 Accident or injury to workmen

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the Authority shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or default of the Authority, its agents or servants. The Contractor shall indemnify and keep indemnified the Authority from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the Authority shall be liable.

20.9 Insurance against accident to workmen

The Contractor shall effect and maintain during the Agreement such insurances as may be required to insure the Contractor's personnel and any other persons employed by it on the Project Highway from and against any liability incurred in pursuance of this Article 20. Provided that for the purposes of this Clause 20.9, the Contractor’s personnel and any workmen employed by the Contractor shall include the Sub-contractor and its personnel.
personnel. It is further provided that, in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this Clause 20.9 shall be discharged if the Sub-contractor shall have insured against any liability in respect of such persons in such manner that the Authority is indemnified under the policy. The Contractor shall require such Sub-contractor to produce before the Authority, when required, such policy of insurance and the receipt for payment of the current premium within 10 (ten) days of such demand being made by the Authority.

20.10 Application of insurance proceeds

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Highway and the provisions of this Agreement in respect of construction of works shall apply *mutatis mutandis* to the works undertaken out of the proceeds of insurance.

20.11 Compliance with policy conditions

Each Party hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

Construction of 2nd Flyover (LCW) parallel to existing Flyover in Khalsaiganj town starting from km. 472.300 to km. 475.480 of NH-31 (existing NH) (Total Length - 3.180 km.) in the state of Bihar on EPC mode
INSURANCE

1. Insurance during Construction Period

1.1 The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the Completion Certificate, the following insurances for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism:

(a) insurance of Works, Plant and Materials and an additional sum of 15 (fifteen) per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and

(b) insurance for the Contractor's equipment and Documents brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

1.2 The insurance under paragraph 1.1 (a) and (b) above shall cover the Authority and the Contractor against all loss or damage from any cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.

2. Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain insurance cover for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring prior to the issue of the Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.

3. Insurance against injury to persons and damage to property

3.1 The Contractor shall insure against its liability for any loss, damage, death or bodily injury, or damage to any property (except things insured under Paragraphs 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor's performance of this Agreement. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences. The insurance cover shall be not less than: Rs. 2.00 Crore (Rupees Two Crore Only)

3.2 The insurance shall be extended to cover liability for all loss and damage to the Authority's property arising out of the Contractor's performance of this Agreement.
Agreement excluding:

(a) the Authority's right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works; and

(b) damage which is an unavoidable result of the Contractor's obligations to execute the Works.

4. Insurane to be in joint names

The insurance under paragraphs 1 to 3 above shall be in the joint names of the Contractor and the Authority.

Construction of 2nd Flyover (LCW) parallel to existing Flyover in Kishanganj town starting from km. 472.300 to km. 475.480 of NH-31 (existing NH) (Total Length - 3.180 km.) in the state of Bihar on EPC mode
### SILENT FEATURE OF THE PROJECT

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Standard Information Required</th>
<th>Information Provided.</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Where new road or repairing/widening/revamping of existing road?</td>
<td>NA.</td>
</tr>
<tr>
<td>2.</td>
<td>Exact location address of work including Pin codes. If the total stretch is long, please furnish starting and end location address (with pin codes) and known landmarks in route.</td>
<td>NH-31 Km-472.300 to 475.480 Kishanganj, Bihar Pin Cod- 855107</td>
</tr>
<tr>
<td>3.</td>
<td>Total length of road under construction. If there are more than one separate non-continuous stretches, then please let us know length of each of these parts.</td>
<td>Total length of the Project 3.180 km</td>
</tr>
<tr>
<td>4.</td>
<td>Length of single stretch of work at any point of time.</td>
<td>3.180 km</td>
</tr>
<tr>
<td>5.</td>
<td>Whether any major water bodies/rivers/canals are in the near vicinity (Within 500 meters from any part of the road under construction)? If yes, please provide details-name of river, distance etc.</td>
<td>NA.</td>
</tr>
<tr>
<td>6.</td>
<td>Whether the any flyover over land/culvert/tunnel construction is also involved or not? If yes, please confirm whether the total value of construction for these bridge/flyover/culverts/tunnels are less than 10% of the total project cost? If it exceed 10% of total project cost then following additional information are also required-</td>
<td>Yes, This Proposed Flyover</td>
</tr>
<tr>
<td>a.)</td>
<td>Number of flyover over land of rail/culvert/tunnels to be constructed.</td>
<td>One nos., Flyover over NH-31</td>
</tr>
<tr>
<td>b.)</td>
<td>Project cost of the flyover over land of rail/culvert/tunnels separately.</td>
<td>Flyover including approaches-129.20 cr.</td>
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<tr>
<td>c.)</td>
<td>Length, span, width, max height of each of the flyover/culvert/tunnel.</td>
<td>Length- 3.180 km (including approaches)</td>
</tr>
<tr>
<td>d.)</td>
<td>Number of Piers/columns to be constructed.</td>
<td>2-Abutments &amp; 112-Piers</td>
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<tr>
<td>7.</td>
<td>Whether any bridge over river/water body of any other works in water is involved? If yes, then following additional information are also required-</td>
<td>No</td>
</tr>
<tr>
<td>a.)</td>
<td>Number of such bridges over water body and type of bridges</td>
<td>NA.</td>
</tr>
<tr>
<td>b.)</td>
<td>Name of the water body/river.</td>
<td>NA.</td>
</tr>
<tr>
<td>c.)</td>
<td>Length, span, width, max height of the bridge.</td>
<td>NA.</td>
</tr>
<tr>
<td>d.)</td>
<td>Value of works in water.</td>
<td>NA.</td>
</tr>
<tr>
<td>e.)</td>
<td>How many piers/columns to be constructed on the river bed/water body/embankments of the water body</td>
<td>NA.</td>
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</tbody>
</table>
Note:— Point number 6 & 7 are not Applicable if there is no Bridge/Flyover/Culvert/tunnel constructions are involved in the project.
Appart form the above mandatory basic information is as below.

Name of Principal Contractor — Bihar Rajya Pul Nirman Nigam Ltd. 7, Sardar Patel Marg Patna, 800015,
Experience — Working in this field since- 1962.
Sub Contractor— S.P. Singla Constructions Pvt. Ltd. 501, Kanak braj complex, boring road, Patna (Bihar)
Appointed Date - 30.06.2018
Scheduled Completion Date- 29.06.2020.
Project Cost- 129.20 cr.
Cover Details- Insurance of the Project, Machineries, Officers, Staffs and workers as per Agreement between NHAI & BRPNLTD

Senior Project Engineer
Bihar Rajya Pul Nirman Nigam Ltd.
External Project Division No.- 02,
Kishanganj.