



Tender Notification for
BR/ENQ/1920/SA/808 Dated 25.02.2020
BSES RAJDHANI POWER LTD (BRPL)
CIN NO: U74899DL2001PLC111527

FOR
Renewal of Various General Insurance Policies for the period
01st April 2020 to 31st March 2021

Tender No : BR/ENQ/19-20/SA/808 Dated 25.02.2020

DATE OF SUBMITTING OF BIDS –	12.03.2020, 03:00 PM
DATE OF OPENING OF TECHNICAL BID –	12.03.2020, 3.30 PM

IMPORTANT NOTE

RECEIVER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT TO THE ISSUING AUTHORITY ANY DISCREPANCY BEFORE RFQ DATE FOR CORRECTIVE ACTION, IF ANY BEFORE THE BIDS ARE SUBMITTED. THE TENDERER IS REQUIRED TO SPECIFICALLY MENTION IN A DEVIATION STATEMENT THE CLAUSES OF THE TENDER THAT ARE NOT ACCEPTABLE IN THEIR PRESENT FORM AND ALSO THE DEVIATION SOUGHT, IF ANY, IN CASE THERE IS NO DEVIATION, THE TENDERER SHALL CLEARLY CERTIFY THE SAME IN THE NO-DEVIATION STATEMENT AS WELL AS IN THE FORWARDING LETTER. IT IS EXPECTED THAT THE DEVIATIONS (IF ANY) SHALL BE BARE MINIMUM AND OFFERS WITH UNACCEPTABLE DEVIATIONS ARE LIABLE TO BE REJECTED WITHOUT ANY FURTHER DISCUSSIONS.

INTRODUCTION

BSES in Delhi

Following the privatization of Delhi's power sector and unbundling of the Delhi Vidyut Board in July 2002, the business of power distribution was transferred to BSES Rajdhani Power Limited (BRPL) and BSES Rajdhani Power Limited (BRPL). These two of the three successor entities distribute electricity to over 26.4 lakh customers in two thirds of Delhi. The Company acquired assets, liabilities, proceedings and personnel of the Delhi Vidyut Board as per the terms and conditions contained in the Transfer Scheme. The BSES Rajdhani Power Ltd is the joint venture of Reliance Infrastructure Ltd & Government of NCT Delhi.

BSES RAJDHANI Power Limited (BRPL)

BRPL distributes power to an area spread over 750 sq. km with a population density of 3100 per sq. KM. Its' over 26.4 lakh customers are spread in 22 districts across South and West areas including Alaknanda, Dwarka, Hauz-Khas, Jaffarpur, Janakpuri, Khanpur, Mundka, Najafgarh, Nangloi, Nehru Place, Nizamuddin, Palam, Punjabi Bagh, R.K. Puram, Saket, Sarita Vihar, Tagore Garden, Vasant Kunj, Vikas Puri, Uttam Nagar, New Friend Colony, & Mohan Garden.

CONTENTS OF THE TENDER DOCUMENT

- 1. SECTION I- REQUEST FOR QUOTATION (General Instructions to Tenderers)**
- 2. SECTION II – General Conditions of the Contract**
- 3. SECTION III- Special Terms and conditions**
- 4. SECTION IV – Annexures**
 - 1. Annexure I – Undertaking**
 - 2. Annexure II – Deviation Declaration**
 - 3. Annexure III - Declaration Sheet**
 - 4. Annexure IV – Certificate of Declaration for confirmation if regulatory guidelines**
- 5. Section V- Claims Details for various policies**
- 6. Section VI – Quote Slips**
- 7. Section VII- Price Bid Format**

SECTION – I

(REQUEST FOR QUOTATION)

1. Event Information

1.1. BSES Rajdhani Power Ltd (hereinafter referred to as “BRPL”) invites sealed tenders in 2 envelopes for Short listing Insurers for Renewal of Various Insurance policies for FY 2020–21.

The following are the policies:

- 1. Public Liability Act Policy**
- 2. Commercial General Liability Policy**
- 3. Director and Officers Liability Policy**
- 4. Cyber Security Insurance Policy**

Note: The commercial bid will may be evaluated separately for each and every policy or the above 4 policies will be treated as a package as a whole based on the sole discretion of BSES Rajdhani Power Ltd.

1.2. The schedule of specifications with detail terms & conditions can be obtained from address given below. The tender documents & detail terms and conditions can also be downloaded from company’s website www.bsedelhi.com

1.3. Offers will be received up to **12.03.2020, 03:00 PM** at the address given below. Part A of the Bid shall be opened on **12.03.2020 at 3.30 PM** Part B of the Bid will be opened in case of Techno- Commercially qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the due date.

Head of Department,
Contracts & Material Department,
BSES Rajdhani Power Ltd,
1st Floor, C Block, BSES Bhawan,
Nehru Place, New Delhi 110019

1.4. BRPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the values for Insurances f Coverage with suitably.

2. GENERAL INSTRUCTIONS TO TENDERERS

2.1. This tender shall be duly signed & stamped on each page and submitted in a sealed envelope in two parts i.e. both technical bid and the other one being the financial bid.

2.2. **BID EVALUATION CRITERIA**– Document to be submitted in the Technical Bid envelope by the Registered Indian Insurers in accordance with the INSURANCE ACT and approved by IRDA as Non–Life Insurer and should have license to carry out Insurance business in INDIA under Non–Life Insurance sector.

2.3. Insurer should have an **Average Turnover** of not less than Rs 1500 crs for preceding three (3) financial years.

2.4. Bidder should have **Claims Settlement Ratio** Percentage above **85%** during last 3 financial years 2016– 17

Signature & Seal of Bidder 14

to 2018–19.

- 2.5. Bidder should have an **Average Turnover** of not less than **INR 50 Crores** for preceding Three (3) Financial Years 2016 –17 to 2018–19 for Liability Line of Business.
- 2.6. Bidder should have a solvency ratio equal to or more than the value as stipulated by IRDA as on 31-March 2019.
- 2.7. Bidder should have a minimum **Average NET WORTH of 750 Crores** for Last 3 Financial Years 2016 –17 to 2018–19.

Note: -

- I. A certificate can be obtained from a Chartered Accountant for the above points except point number 2.2 to be submitted in the Technical Bid envelope.
- II. One Insurance company cannot quote more than one quote through its different offices. In this case all such bids will be rejected.

3. MARKING OF ENVELOPES: The tender should be submitted in Separate sealed cover for Technical price Bids as follows:

- 3.1. The tender should be submitted in two separate sealed envelopes for both Technical & Price Bids as follows:

Envelope 1 (Techno commercial)	Tender Notification for BR/ENQ/19-20/SA/808 Dated 25.02.2020 "TECHNO-COMMERCIAL BID FOR RENEWAL OF VARIOUS GENERAL INSURANCE POLICIES"
Envelope 2	Tender Notification for BR/ENQ/19-20/SA/808 Dated 25.02.2020 "PRICE BID FOR RENEWAL OF VARIOUS GENERAL INSURANCE POLICIES"

Note: These envelopes will be put in a larger envelope super scribing on this envelope

"TECHNICAL AND PRICE BIDS FOR RENEWAL OF VARIOUS GENERAL INSURANCE POLICIES"

This large envelope should state the name of the bidder and its contact details. No copy of the bid is required.

4. DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID:

- 4.1. Undertaking –Annexure I
- 4.2. Deviation Statement – Annexure II
- 4.3. Declaration Statement – Annexure III
- 4.4. Documentary evidence in support of qualifying criteria
- 4.5. Original Tender documents duly stamped & signed on each page as token of acceptance
- 4.6. Organization chart of the bidder indicating the Key personnel who are responsible for handling the policy and settlement of claims along with their names, addresses, contact telephone numbers (office & Residence), fax numbers and E-mail addresses
- 4.7. Authority Letter of the person who is authorized by the insurance company to participate in the Tender.

5. BID SUBMISSION:

Signature & Seal of Bidder

15

The tenders shall be addressed to the official inviting Tenders by designation and addressed to the following

Head of Department,
Contracts & Material Department,
BSES Rajdhani Power Ltd,
1st Floor, C Block, BSES Bhawan,
Nehru Place, New Delhi 110019.

Both the Technical and Price Bid envelopes can be submitted at the following

Mr. Dinesh Kumar (011- 39997235).
Tender Cell
Contracts & Material Department,
BSES Rajdhani Power Ltd,
1st Floor, C Block, BSES Bhawan,
Nehru Place, New Delhi 110019.

6. CONTACT INFORMATION

The policies will be served by our exclusive appointed broker **Unilight Insurance Brokers**. **Bidders are requested to send pre bid query to them through email within the stipulated timelines**. Clarifications, if any, on the tender shall be sought by Bidder on or before date of submission, contact details are as follows:

Unilight Insurance Brokers .

Binayak Mishra / 9818337892
binayak.mishra@unilight.in

Jitender Sharma / 9811260531
jitender.sharma@unilight.in

BSES Rajdhani Power Limited
Sanjay Arora fPhone No. 011-39999515
E-mail: Sanjay.arora@relianceada.com

7. The tender shall be addressed to, **Head of Department**, Contracts & Material Department, and sent by "**COURIER / REGISTERED POST / BY HAND**" with adequate allowance for any delivery delays. The tenders received after the due date and time of submission are liable to be rejected. At times courier companies delivers the tender to our DAK receiving section and there may be a time lag before it reaches us. Tenderers are advised to confirm, before time due for opening that their offer has reached the officer inviting it or his nominee.
8. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those Insurers or their authorized representatives who may choose to be present.
9. Insurer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification, failing which tender is liable to be rejected.

10. The Insurer shall quote the rates both in English words as well as in Figures. In case of difference in rates between words and figures, **THE LESSER OF THE TWO** shall be treated as valid rate. In case of any error in posting the sub-total to the summary sheet or arithmetic error in the sub-total and total, the sub-total will be taken as correct and total will be calculated considering the corrected sub-totals. In case of calculation errors, BRPL's decision will be final and binding on the bidder and may even lead to rejection of the tender.
11. All corrections and insertions shall be duly counter signed by the authorized signatory of the Insurer. The Insurer shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting. Only such clarifications that are issued after discussions on technical deviations and which affect the tender stipulations in a substantial manner will be made known to rest of the bidders before opening the bid. Clarifications, if any, on the Tender shall be sought by Insurers on or before the date of submission from Unilight Insurance Brokers., who would be our Excusive Brokers for all policies mentioned above. **Insurers may contact us before scheduled opening of the Price Bid to find out whether any clarifications have been issued or not, so as to eliminate chances of the same having not reached the right person/ office despite their dispatch by them.**
12. **NO DEVIATIONS TO THE TENDER CONDITIONS WILL NORMALLY BE ALLOWED. HOWEVER, IF THE TENDERER SEEKS CERTAIN DEVIATIONS TO THE REQUIREMENTS APPEARING IN THE FOLLOWING SECTIONS BRPL RESERVES THE RIGHT TO ALLOW OR NOT ALLOW THE SAME. HOWEVER, IF THE TENDERER INSISTS FOR THE SAME, THE BID MAY NOT BE CONSIDERED. Where the tender document is silent, the market conventions will be followed by either side.**
13. The insurance company not to benefit from commissions, discounts, recruitment fee etc., The recruitment charges of the insurance company shall constitute the insurance company's sole payment in connection with this Contract or the Services, and the insurance company shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the contract, and the insurance company shall use their best efforts to ensure that the Personnel or agents too shall not receive any such payment/benefit, Neither the insurance company nor their personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.
14. No Broker/Consortium can bid, only the Insurance Company directly registered with IRDA as a Non-Life Insurer and should have license to carry out Insurance business in INDIA under NON-LIFE Insurance.
15. **Validity of offer:** The selection/short listing of insurer is being done for renewal of Various Non-Life Insurance policies expiring on 31st March 2020.

OFFER SUBMITTED BY THE INSURER SHALL BE KEPT VALID FOR A PERIOD OF TWELVE MONTHS FROM THE DATE OF OPENING OF TECHNICAL BID/AND OR 31st MARCH 2020, WHICHEVER IS EARLIER.

16. STEPS IN THE PROCESS OF THE TENDER BY BRPL

- 16.1. **Technical Qualification:** As a first step of evaluation process, technical bid of all the bidders shall be opened & scrutinized with a view to determine technical acceptability of the offers and to check submission of the required documents. If further required, Insurers shall be called for technical discussions.
- 16.2. Issue of clarifications, if applicable and to be communicated in writing.
- 16.3. Opening of both Techno Commercial bid and price bid for evaluation.

Signature & Seal of Bidder

17

17. PRICE BID EVALUATION CRITERIA:

The bids will be evaluated technically on the compliance to tender terms and conditions.

The bids for each policy will be considered separately and not as a package ,meaning lowest one (L1) price of individual policy quote will be considered for awarding the particular policy .

Insurer quoting lowest price and adhering to tender stipulations in an unqualified manner will normally be declared L-1 bidder for that particular policy .

18. AUTHORISATION AND ATTESTATION:

Tenders shall be signed by persons duly authorized/empowered to do so. A certified copy of the letter of authorization should be attached herewith.

GENERAL CONDITIONS OF THE CONTRACT

1. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

1.1. The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction regarding all claims in respect of this contract.

2. In addition to other requisite documents, the following will also be submitted by the successful bidder. Original tender document to be signed and returned as a token of acceptance of tender condition subject to technical deviation mutually agreed between BSES and successful bidder.

2.1. Sets of claim forms

2.2. List of documents needed for settlement of each type of Claim

2.3. Contact details of dealing persons with mobile nos. & email IDs with HO details.

3. Insurer will have no right to cancel the policy before the expiry of the policy period. Any stipulation in this regard in the policy terms and conditions shall be deemed to be null and void.

4. In case of any violations of the Local Regulation, the Insurer will be liable to pay the difference in the premium to the regulator. The Insurer will handle the dispute, if any, with the Regulator or other Statutory Authorities DIRECTLY and BSES, will not be, in any way, party to it.

5. FORMATION OF CONTRACT:

All the documents issued by BSES as well as accepted by it up to the stage of premium payment will form part of the contract. Some of the examples are: Tender Document, Technical Price Bid, MOM, MOU, SLA, Deviation Statement etc.

6. Insurer shall submit Insurance Policy document to Corporate Office, Nehru Place within 15 days of premium received.

7. BSES Rajdhani Power Limited will not be bound by any Power of Attorney granted by the Insurer or by changes in the composition of the firm made subsequent to the execution of the contract. BSES may, however, recognize such Power of Attorney and changes at its discretion proper legal advice, the cost of which will be chargeable to the Insurer concerned.

8. If the Insurer gives wrong information in his tender, BSES reserves the right to reject such tender at any stage or to cancel the contract, if awarded. The MOU which will be evolved out of the documents exchanged is from tender to expression of intent will be required to be signed within 3 days of LOI.

9. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Insurer who resorts to canvassing are liable to be rejected.

10. AWARD DECISION

10.1. Company intends to award the business on a lowest price bid basis, so Insurers are encouraged to submit the bid competitively. The decision to place award solely depends on Company on the cost

competitiveness across multiple lots, quality, delivery and Insurer 's capacity, in addition to other factors that Company may deem relevant.

- 10.2.** BRPL reserves all the rights to award the contract to one or more Insurers so as to meet the delivery requirement or nullify the award decision without any reason.
- 10.3.** In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other Insurer who are found fit.
- 10.4.** BSES Rajdhani Power Limited Reserves the right to place all liabilities and terrorism policies either with a single insurer or may split the policies between various insurers.

11. CO-INSURANCE

BSES Rajdhani Power Limited retain the right to place the all general insurance policies through co-insurance arrangement in the manner as it deems fit. The tentative ratio of sharing of insurance premium would be at 70:30 where 70 % share would be for L-1 bidder and the remaining 30% to L-2 bidder subject to acceptance of L-1 terms & rates. If any of the bidders at L-2 fails to match L-1 terms & rates, then the bidders beyond L-2 (in their order of ranking) may be considered for allocation of share in the above ratio. L-1 bidder shall be required to undertake the balance share left for which co-insurance arrangement could not be made. In case no other bidder accepts co-insurance share, then 100% share will be given to L-1 Bidder and it will be binding on the L-1 bidder to accept the rest of 30% share. In the event L-1 bidder backs out action shall be taken again. BSES Rajdhani Power Limited retains the right to negotiate with L-2 if required and choose the Lead Insurer as it deems fit.

12. ARBITRATION

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this Contract order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with these provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

GENERAL TERMS AND CONDITIONS

1. The following terms and expressions shall have meaning hereby assigned to them except where the context otherwise requires.

- 1.1.** BRPL/INSURED shall mean BSES Rajdhani Power Ltd, a Company registered under the Indian Companies Act 1956, with its Registered Office at BSES Bhawan, Nehru Place NEW DELHI-110019 or its Authorized Offices or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2.** "Insurers /Bidders /Tenderers / Underwriters" shall mean the company who submits the tender and enters in to contract with BRPL and shall include their executors, administrators, successors and permitted assigns.
- 1.3.** CONTRACT or CONTRACT DOCUMENT shall mean and include the policy, the work order, the accepted appendices of rates, Instruction to tenders, General Conditions of Contract special condition of contract and the letter of intent/Acceptance letter issued by BRPL Any conditions or terms stipulated

Signature & Seal of Bidder 1

by the Insurer, in the tender documents or subsequent letter shall not form part of the contract unless specifically accepted in writing by BRPL.

- 1.4. GENERAL CONDITIONS OF CONTRACT shall mean the instruction to Tenderers and General Conditions of Contract pertaining to the work detailed.
- 1.5. TENDER SPECIFICATIONS' shall mean the Special Conditions, Technical Specifications, appendices and site information pertaining to the work for which the Underwrites are required to submit their offers. Individual Specification Number will be assigned to each tender specification.
- 1.6. TENDER DOCUMENTS' shall mean the General Conditions of contract (clause no.1.4 above) and Tender Specification (clauses no 1.5 above).
- 1.7. LETTER OF INTENT shall mean the intimation by a letter/email to the Underwriter that the responsibilities of the Underwriter commence from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.8. COMPLETION TIME shall mean the policy period by date specified in the letter of intent or date mutually agreed upon for handling the policy and found acceptable by the Officer In charge being of required standard and conforming to the specification of the contract.
- 1.9. 'APPROVED' 'DIRECTED' or INSTRUCTED shall mean approved directed or instructed by BRPL.
- 1.10. "CLAIM" shall mean intimation of loss communication to the insurer verbally or telephonically followed by written communication.
- 1.11. "SURVEYOR" shall mean the independent loss Assessor appointed by the insurer with the consent of insured to assess the loss within the framework of contract and policy document only. Insurer has to provide a panel of surveyors with their credentials to BRPL for approval after placement of order on them
- 1.12. "SINGULAR" and "PLURAL" etc. shall mean words carrying singular number shall also include plural and vice versa where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall inculcate any Company or Association or Body of Individuals, where incorporated or not.
- 1.13. HEADINGS' shall mean the headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
- 1.14. 'MONTH shall mean calendar month.
- 1.15. 'WRITING' shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction regarding all claims in respect of this Contract.

3. ISSUE OF NOTICE

The Insurer shall furnish to the Officer In charge, the name, designation and address of His authorized agent. All complaints, notices communications and references shall be deemed to have been duly given to the Insurer, if delivered to the Insurer or his authorized agent or left at or posted to the address either of the Insurer or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were delivered or left.

SECTION III

SPECIAL CONDITIONS OF CONTRACT

1. OVERALL SCOPE OF THE POLICIES:

- 1.1. All Policies coverage value and other details as attached at the end. The scope of work to be executed by BRPL is indicated elsewhere in the tender enquiry.
- 1.2. Wherever required necessary backup reinsurance support should be either from the GIC or from the international reinsurers rated with at least 'A+' by S&P .

2. PROCEDURE FOR CLAIM SETTLEMENT

- 2.1.1. The Insurer will put in place such a claim procedure that is positive prompt transparent and targets for 'zero' pendency status. Towards this end the Insurer will endeavor to educate the BRPL officials' w.r.t. procedures and documentation requirement.
- 2.1.2. Intimation for any loss / damage w.e.t the policies , event will be reported as per procedure.
- 2.1.3. Delay in intimation could be allowed up to 15 days depending on the circumstances.
- 2.1.4. For estimated losses up to Rs. 1 Crore a panel of surveyors, not exceeding 5 in number, will be provided by the insurer in consultation with the insured. On a loss being reported, a surveyor will be deputed from the panel and information sent to the insurer. For claims beyond Rs.1 Crore, the insurer can appoint a surveyor as per their process. However, the insurer will consider non- appointment of a surveyor at its discretion, if such a request is made by the insured. The following process shall be adopted for the claims
- 2.1.5. A joint meeting between potential surveyors, Insurer, Unilight and BRPL will be organized at the time and place suggested by BRPL for discussing this matter. The Insurer will take a fortnightly report from the surveyor to ensure the success of the procedure and keep BRPL posted.
- 2.1.6. The Insurer shall immediately depute or authorize the Insured to call a surveyor(s) from the approved panel but not later than 48 hours of receipt of intimation from the Insured in exceptional cases. The surveyor shall call for all the documents in support of claim in one go but not in piece meal manner for expeditious settlement of claim, preferably at the time of visit or within 3 days thereafter. The require documents will be provided after getting the same from respective department(s). The claim shall not be closed for this reason.
- 2.1.7. The surveyor shall send his findings to the Insurer within 15 days of his getting documents.
- 2.1.8. After submission of all required documents by the insured to the surveyor first step would be to finalization of claim assessment and same should be shared with the insured first with the copy to M/s Unilight Insurance brokers. In case the claim is not found admissible or tenable or not settled for the claimed amount, Insurance company will seek the comments of BRPL within a week of receiving the survey report. The final view shall be taken within 15 days of receipt of reply by BRPL.
- 2.1.9. In normal circumstances the claim must be settled within 30 days from the date of first intimation, net of time taken by BRPL for responding to surveyor's /Insurer's comments.

3. CLAIM SETTLEMENT

The total claim amount to be paid to the insured by the Insurer shall be net of the policy excess/ Retention Limits. The total claim amount to be paid to the insured by the Insurer shall be taken care of current excess / retention clauses. The Policy shall provide for payment of claims in Indian Currency. The insured will give required relevant document to the extent possible for settlement of claims. However, in case of non-availability of required documents Insurer will settle the claims based on the market information and engineering estimates.

IN SHORT, THE EMPHASIS SHOULD BE ON THE SPIRIT OF INDEMNITY AND NOT ON PROCEDURES.

5. TIMELINES – INSURERS

- 10.1.1. On submission of the Survey Report if there is any requirement \ clarification from the Insured then the Insurer shall revert to the Surveyor \ Insured for the required clarifications within 5 working days of the receipt of Survey Report
- 10.1.2. The Insurer will ensure settlement of the claim up to Rs.30 Lacs within 10 working days and claims above Rs.30 Lacs within 20 working days.
- 10.1.3. On Settlement of the Claim the Insurer will provide complete details of the Settlement including deductions made which shall be as per the Policy provisions.
- 10.1.4. The guidelines as given under the Protection of Policyholders Interest regulation 2017 will be followed Para 15 titled “CLAIM PROCEDURE IN RESPECT OF A GENERAL INSURANCE POLICY”.

6. MISCELLANEOUS

- 11.1.1. The Insurer will nominate an Officer as Business Relationship Manager who will be responsible for settlement of all issues. He/She will be the Specified One Point Contact for the Insured.
- 11.1.2. M/s Unilight Insurance Brokers India Private Ltd. shall be aiding the Insured in the claim’s settlement and will be marked on all correspondence exchanged with the Insured by the Insurers / Surveyors.

NO ADDITIONAL DOCUMENTS SHALL BE INSISTED FOR BY THE INSURER TO SETTLE THE CLAIMS

7. DEPUTATION OF SURVEYORS:

Within a reasonable time from the commencement of Policy the Insurer shall discuss and furnish the list of surveyors containing their relevant details. Normally surveyors from that list only shall be deputed. BRPL reserves the right to review the list and can ask the Insurer –not to depute a surveyor in case BRPL management feels that his deputation may jeopardize company’s Interest. The Insurer shall depute the surveyor within 24 Hours on receipt of intimation of the occurrence of the accident. In the event of any delay in deputation of surveyor, BRPL reserve the right to engage any other surveyor from panel at the cost of Insurer. In case the surveyor causes undue delay, the Insurer will have to effectively and promptly

Signature & Seal of Bidder 1

intervene to expedite the process or to change the surveyor. If the surveyor loses the documents or does not pass to the Insurer for any reason, photocopy will be asked from BRPL and the same shall be acceptable as if these are original papers. The surveyor shall be advised by the Insurer to directly submit his report on the causes and ways to avoid losses in future. However, BRPL will not pay any remuneration in this behalf. Potential reduction of claim due to such analysis will help to reduce the future claims.

8. PROGRESS REPORTING AND REVIEW

The Insurer shall submit progress reports regarding the status of claims settled & pending reports for settlement, premium received, and the claim amount settled etc. as and when called for. Periodic progress review meetings will be held at site / Head office during which the status of all the pending claims shall be reviewed. The Insurer shall depute their senior representative to attend such meetings, who are empowered to take spot decisions in respect of settlement of claims, whenever feasible.

Section-IV

ANNEXURE —I
Undertaking

We undertake to settle all the pending claims of entire BRPL within three months period from the date of issue of the tender; we understand that failure to do so might affect our prospects with BRPL adversely.

For and Behalf of the Insurer

(Signature & seal of Authorized Signatory)

Name:-----

Address:-----

ANNEXURE —II

(Pl. strike off the clause which is not applicable and tick the other)

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever.

Or

We have noticed the following contradiction/ discrepancies in/ between the tender stipulations.

- a. Para no..... Section
- b. Para no Section
- c. Para no Section

For and Behalf of the Insurer

(Signature & seal of Authorized Signatory)

Name:-----

Address:-----

ANNEXURE —III

DECLARATION SHEET

Hereby certify that all the information and data furnished by me about to this Tender No: Tender Notification for BR/ENQ/19-20/SA/808 Dated 25.02.2020 is true and complete to the best of my knowledge. I have gone through the specifications, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I further certify that I am the duly authorized representative of the under mentioned Tendered and a valid power of attorney to this effect is also enclosed.

For and Behalf of the Insurer

(Signature & seal of Authorized Signatory)

Name:-----

Address:-----

ANNEXURE —IV

CERTIFICATE OF DECLARATION FOR CONFIRMATION OF REGULATORY GUIDLINES

We _____(name of insurance company) having registered office _____

_____ Hereby certify that Tender No: Tender Notification for BR/ENQ/19-20/SA/808 Dated 25.02.2020 does not Breach of Insurance Act/IRDA/IIB/GIC/ and other guidelines applicable in INDIA, I further confirm that in the event of disclosure at a later stage that the same is in Breach and BRPL is put to any disadvantage or face cancellation of the Policy or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie wholly on us and will bear all consequences thereof.

I, further certify that I am the duly authorized representative of the underwriter and competent to agree as above and a valid power of attorney to this effect is enclosed.

I, further certify that there is no tariff violation. In case some violation is pointed out later, the same shall be taken care of in line with clause 12 of Section I

For and Behalf of the Insurer

(Signature & seal of Authorized Signatory)

Name:-----

Address:-----

**Section –V
(CLAIMS MIS AND DETAILS)**

CLAIMS PAID DETAILS FOR all Liabilities POLICIES

Policy Type	2017-18 (INR)	2018-19 (INR)	2019- 20 (INR)
Public Liability Act Policy	Nil Claim	Nil Claim	Nil Claim
Commercial General Liability Policy	Nil Claim	INR 62 Lacs	Nil Claim
Director and Officers Liability Policy	Nil Claim	Nil Claim	Nil Claim
Cyber Security Insurance Policy	Nil Claim	Nil Claim	Nil Claim
Total			

PENDING CLAIMS FOR ALL LIABILITIES POLICIES

Policy Type	2017-18 (INR)	2018-19 (INR)	2019- 20 (INR)
Public Liability Act Policy	Nil Claim	Nil Claim	Nil Claim
Commercial General Liability Policy	Nil Claim	Nil Claim	Nil Claim
Director and Officers Liability Policy	Nil Claim	Nil Claim	Nil Claim
Cyber Security Insurance Policy	Nil Claim	Nil Claim	Nil Claim
Total			

Section-VI

Comprehensive General Liability - Claims Made Basis			
Insured	M/S BSES RAJDHANI POWER LIMITED		
Communication Address	BSES BHAWAN, NEHRU PLACE, NEW DELHI SOUTH DELHI 110019		
Business/ Profession/Occupancy	Electricity transmission, distribution of power generation and maintenance of streetlight poles owned by MCD		
Expiring Insurer	SBI General Insurance		
Policy Period	01-04-2020 To 31-03-2021		
Details of Locations of the Insured	Entire distribution network of the client in South and West Delhi including but not limited to Grids, Distribution Sub-stations, Transformers, Overhead & Underground cables and transmission lines, BRPL residential colonies, Offices, Training centres, Cust		
Limit of Indemnity	Aggregate One Year (AOY) INR 50,00,00,000 Any One Accident (AOA) INR 50,00,00,000		
Retroactive Date	19-12-2008		
Territorial Scope	India		
Jurisdiction	Worldwide		
Deductible	INR 150,000 for each and every claim.		
	Options		Expiring Option
			Option 1
	Cover	Coverage as per policy 19-20	Coverage for Proposed RFQ 20-21
Coverages	Defence Costs are included within the limit of indemnity	Covered	Covered same as per expiring policy
	Coverage for premises	Covered	Covered same as per expiring policy
	Cover for legal liability arising out of activities undertaken by contractors & sub-contractors on behalf of the insured-Up to limit of indemnity	Covered	Covered same as per expiring policy
	Cover for legal liability arising out of performance of construction, modification, repair or renovation work by or on behalf of insured upto the limit of Indemnity	Covered	Covered same as per expiring policy
	Claim Series Clause- Up to limit of Indemnity	Covered	Covered same as per expiring policy
	Cover for Promotional events organized by the insured-Up to limit of Indemnity: As per policy form	Covered	Covered same as per expiring policy
	Cross Liability	Covered	Covered same as per expiring policy
Extensions	Liability arising out of AOG Perils- Policy Limits	Covered	Covered same as per expiring policy
	Liability arising out of Food & Beverage - Policy Limits	Covered	Covered same as per expiring policy

Liability arising out of Lifts & elevators-Policy limits	Covered	Covered same as per expiring policy
Liability arising out of Sudden & Accidental Pollution-Policy Limits	Covered	Covered same as per expiring policy
Liability arising out of Transportation-Policy limits	Covered	Covered same as per expiring policy
Liability arising out of travelling of executives - Worldwide for non-manual visits	Covered	Covered same as per expiring policy
Terrorism Legal Liability- INR 10 Crores any one occurrence & in the aggregate	10 cr	50 cr
Additional Insured whenever required by contract	Covered	Covered same as per expiring policy
Waiver of subrogation where required by contract	Covered	Covered same as per expiring policy
Technical collaborators Liability extension -Policy limits	Covered	Covered same as per expiring policy
Effluent Discharges- 5 Kms- INR 5 Crores any one occurrence & in the aggregate	5 km - 5 cr	15 Km - 10 cr
Sublimit of INR 5 Crores for any bodily injury loss occurred due to power surge with a deductible of INR 5 Lakhs (Specific matter endorsement 1 -Amended bodily injury)- (Bodily injury claim arising out of power surge- INR 5 crores for each occurrence and in	Covered with Deductible 5 Lacs	As per Policy Deductible of 1.5 lacs
Personal & Advertising injury cover-Full Limits	Covered	Covered same as per expiring policy
Fire Damage Cover-	1 cr	5 cr
Medical Expenses -	2 lacs	5 lacs
No designated premises endorsement	Covered	Covered same as per expiring policy
Product & completed operations cover	Covered	Covered same as per expiring policy
Non-owned and hired auto liability cover	Covered	Covered same as per expiring policy
Property under care, custody and control cover	Covered	Covered same as per expiring policy
Coverage for liability arising out of minor civil and electrical works in the entire distribution network of BRPL	Covered	Covered same as per expiring policy
Incidental medical malpractice cover	Covered	Covered same as per expiring policy
Valet Parking cover	Covered	Covered same as per expiring policy
Liquor Liability Cover	Covered	Covered same as per expiring policy
72 Hrs. Sudden and Accidental Pollution Liability Extension- Territory & Jurisdiction- India Only	Covered	Covered same as per expiring policy
Policy to cover liability arising out of new projects	Not Covered	To be Covered
Automatic coverage Acquisition of Business - 25%	Not Covered	To be Covered

Duty to Defend

Not Covered

To be Covered

Directors & Officers Liability			
Insured	BSES RAJDHANI POWER LIMITED		
Policy	Directors & Officers Liability		
Policy Period	1-04-2020 To 31-03-2021		
Directors & Officers Liability		Coverage as per policy 19-20	Coverage for Proposed RFQ 20-21
Company Business	Distribution of Electricity in South-West Delhi	Covered	Covered
Limit of Indemnity-Any one Occurrence	INR 500,000,000	Covered	Covered
Limit of Indemnity -Aggregate	INR 500,000,000	Covered	Covered
Territory / Jurisdiction	Worldwide	Covered	Covered
Retroactive Date	4th July 2001	Covered	Covered
Retention			
Contract 1.1 : Directors and Officers Liability - Nil		Nil	Nil
Contract 1.2 : Company Reimbursement - INR 250,000 For each & every claim		INR 250,000	INR 150,000
Contract 3.10 : Entity Protection for Employment related matters - INR 10,00,000 For each & every claim		INR 10,00,000	INR 5,00,000
Contract 3.11 : Entity Protection for Securities Claims -INR 12,50,000 For each & every claim		INR 12,50,000	INR 5,00,000
Optional Extensions Granted			
Additional Limit for Directors & Officers (Per Non-Executive Director) INR 10,00,000		INR 10 lacs	INR 10 crore
Extended reporting Period		Covered for 45 days	Covered for 90 days
External Positions (Exclusion B6 External Positions Stands deleted)		Covered	Covered
Extradition Proceedings		Covered	Covered
Pollution		Covered	Covered
Entity Protection for Critical Occurrences-Sub Limited		INR 5 cr	Covered INR 5 cr
Entity Protection for Employment Related Matters		INR 15 cr	Full Limit INR 50 cr
Entity Protection for Securities Claims- INR 50,00,00,000 (India only Cover)		Covered	Covered
Kidnap Response		INR 1 cr	INR 5 cr
Tax Liability Extension		INR 3 cr	INR 5 cr
Prosecution Costs Extension		Covered	Covered
Lifetime Run-off For Retired Insured Persons		Max 84 months	Lifetime
Phycological Supports Expenses/Counselling Service extension		INR 1 cr	INR 5 cr
Control Group Clause		Covered	Covered
Non-Cancellation Clause		Covered	Covered
Self-Report Expenses		INR 50 lacs	INR 1 cr
Civil Fines/Pecuniary Penalties		Covered	Covered
Sanction Limitation & Exclusion Clause		Applicable	Applicable
Defence costs included within the limit of liability		Covered	Covered

Advancement of defence costs	Covered but No time limit	Within 21 days
Emergency costs - Sublimated to INR 1 crore in the aggregate	INR 12.50 cr	INR 12.50 cr
Asset & Liberty	Not Covered	Covered
Pollution exclusion with carve backs for defence costs	Not Covered	Covered
Occupational Health and safety defence costs	Not Covered	Covered
Bilateral Discovery Period - Automatic 90 days & 50% if Annual premium for 365 days additional period	Not Covered	Covered
Order of Payment clause	Not Covered	Covered
Severability & Non - Imputation Clause	Not Covered	Covered
Amended cancellation clause - Policy to be non-cancellable except in the event of non-payment of premium	Not Covered	Covered
Major Shareholder Exclusion - 20%	Not Covered	Applicable
Crisis Communication/Public relation cover -Incurred by director or officer -Incurred by company -	Not Covered	Incurred by director or officer - upto Policy limit -Incurred by company - upto INR 10 cr in the aggregate
Public relations cover upto policy limit	Not Covered	Covered
Entity Crisis Communication Cover - Sub limited to INR 5 crore	Not Covered	Covered
Spousal Liability	Not Covered	Covered
Corporate manslaughter cover	Not Covered	Covered
Professional Indemnity Exclusion with carve back for failure to supervise	Not Covered	Covered
Extradition costs	Not Covered	Covered
Court attendance costs - Per director - INR 25,000 each day Per Officer - INR 15,000 each day	Covered	Per director - INR 50,000 each day Per Officer - INR 30,000 each day
Outside Directorship cover	Not Covered	Covered
Bodily Injury & Property Damage Defence costs	Not Covered	Covered
Future Securities Offering with carve back for Private offering cover	Not Covered	Covered
Coverage for employed lawyers	Not Covered	Covered
Counselling Services Extension	Not Covered	Covered
Definition of Insured person amended to include external members of the sexual harassment committee	Not Covered	Covered
Wrongful definition	Libel & Slander not included	To include Libel & Slander
Automatic cover for acquisitions and new subsidiaries	Less than 25% of total assets	Less than 35% of total assets
Interpretive Counsel	Not Covered	Additional cover; covers Cost of Translation
Automatic Run-off extension	Not Covered	30 days cover for subsidiary ceasing to be part of company
Management Buy-outs extensions	Not Covered	30 days cover in event of Transaction

Amended definition of Subsidiary	Not Covered	to include any joint venture or entity over which the Insured directly or indirectly exercises effective management control including Limited Liability Partnerships
Pre-Investigation Expenses sub limited to INR 1 crores	INR 1 cr	INR 5 cr
Emergency Cost up to full policy limit up to 30 days - If, due to an emergency, the insurer's written consent cannot reasonably be obtained before defence costs are incurred with respect to any claim, the insurer will give retrospective approval for such def	Not Covered	Covered
Damage to reputation -The insurer's total aggregate liability for cover under this extension shall not exceed Rs. 50,000,000	Not Covered	INR 5 cr

Cyber Risk Protector		
Insured	BSES RAJDHANI POWER LTD	
Policy	Cyber Risk Protector	
Policy Period	01-04-2020 To 31-03-2021	
Limit of Liability	INR 30 cr	
Retractive Date	11-06-2018	
Single Loss Limit of Liability	Coverage as per policy 19-20	Coverage for Proposed RFQ 20-21
E- Theft loss	7,50,00,000	15,00,00,000
E- Communications Loss	7,50,00,000	15,00,00,000
E-Threat Loss	30,00,00,000	30,00,00,000
E-Vandalism Loss	30,00,00,000	30,00,00,000
E-Business Interruption & Extra Expenses	15,00,00,000	15,00,00,000
Retention		
E- Theft loss	60,00,000	30,00,000
E- Communications Loss	60,00,000	30,00,000
E-Threat Loss	30,00,000	20,00,000
E-Vandalism Loss	30,00,000	20,00,000
E-Business Interruption & Extra Expenses	E-business Interruption 10 Hours & Extra Expenses INR 30,00,000	10 hrs & INR 20 lacs
Expenses Extension	Sub Limit of Liability	
Privacy Notification Expenses	30,00,00,000	30,00,00,000
Multimedia Expenses	Not Covered	30,00,00,000
Crisis Expenses	30,00,00,000	30,00,00,000
Reward Expenses	20,00,000	1,00,00,000
Expenses Extension Retention		
Privacy Notification Expenses	30,00,000	20,00,000
Multimedia Expenses	Not Covered	20,00,000
Crisis Expenses	30,00,000	20,00,000
Reward Expenses	Nil	Nil
Insuring Clause		
Cyber Liability		
Disclosure Liability	30,00,00,000	30,00,00,000

Reputational Liability		
Content Liability		
Conduit Liability		
Impaired Access Liability		
Insuring Clause Retention		
Cyber Liability		
Disclosure Liability		
Reputational Liability	30,00,000	20,00,000
Content Liability		
Conduit Liability		
Impaired Access Liability		
Regulatory Action Defence Costs	Sub Limit of Liability	
Each Loss	30,00,00,000	30,00,00,000
Each Policy Period	30,00,00,000	30,00,00,000
Regulatory Action Defence Costs Retention		
Each Loss	30,00,000	20,00,000
Each Policy Period	30,00,000	20,00,000
Extended Reporting Period		
Nil Additional premium for 90 Days	Applicable	Applicable
100% of annual premium for an additional 365 days	Applicable	Applicable
Endorsements		
OFAC Sanction	Applicable	Applicable
Amended Definition of loss to include Civil Fines & Penalties, Wherever insurable by law	Applicable	Applicable
Amended Privacy Notification Expenses	Applicable	Applicable
Crisis Expenses within Limit of Liability	Applicable	Applicable
Emergency defence costs for content liability without insurers prior written consent	Applicable	Applicable
Amended definition of disclosure liability to include corporate information	Applicable	Applicable
Dishonesty exclusion Amended w.r.t definition of insured person	Applicable	Applicable
Non-Cancellation Clause	Applicable	Applicable
Control Group Clause	Applicable	Applicable
PCI -DSS Endorsement	Applicable	Applicable
Defence & Settlement clause amended to include defence costs for reputational liability without Insurer's prior consent	Applicable	Applicable
Absolute outage of external network or critical infrastructure failure exclusion	Applicable	Applicable
War, Riot & Terrorism Exclusion	Applicable	Applicable
Coverage Territory & Jurisdiction Amended	Applicable	Applicable
Retroactive Date	Applicable	Applicable
Definition of Professional Fees amended to include costs incurred during the first 48 hours of a Qualifying Breach of Data Security without the prior consent of the Insurer-Sublimated to INR 1,00,00,000	Not Covered	INR 1,00,00,000

Newsworthy event amended to include material interruption or Extortion threat.	Not Covered	Applicable
War & Terrorism Exclusion amended to cover Cyber terrorism	Not Covered	Covered
Fines and Penalties	Not Covered	INR 5 cr
Event Prevention Forensic cost	Not Covered	INR 10 cr
Psychological Support Expenses – Sub limited to INR 10,00,000 per Director and INR 1,00,00,000 in the aggregate	Not Covered	INR 10,00,000 per Director and INR 1,00,00,000 in the aggregate

Policy Type	Public Liability Act Policy	
Name of Insured	BSES RAJDHANI POWER LTD	
Correspondence Address	BSES BHAVAN NEHRU PLACE, NEW DELHI, 110019	
Policy Period	01-04-2020 To 31-03-2021	
Expiring Insurance Company	HDFC ERGO GIC	
Bussiness	Electric Power Distribution	
Claim Details		
Insurance Limits	Each Accident Insurance Limit	5,00,00,000
	Aggregate Insurance Limit	15,00,00,000
Turnover Details Required		
Coverages	As per Public Act Policy	

Section – VII

To be filed in a separate envelope

Envelope should be marked as "Financial Bid for "Renewal of Various General Insurance Policies" Tender Notification for BR/ENQ/19-20/SA/808 Dated 25.02.2020"

Following financial bid format to be followed for all policies

Price Bid format

Sr No.	Policy Type	Limit of Liability	Policy Period	Premium Including GST in INR (Expiring Option)	Premium Including GST in INR (Proposed Option)
1	Comprehensive General Liability - Claims Made Basis	50,00,00,000	01-04-2020 to 31-03-2021		
2	Directors & Officers Liability	50,00,00,000	01-04-2020 to 31-03-2021		
3	Cyber Risk Protector	30,00,00,000	01-04-2020 to 31-03-2021		
4	Public Act Insurance	AOA - 5,00,00,000 AOY - 15,00,00,000	01-04-2020 to 31-03-2021		

Tender Notification for BR/ENQ/19-20/SA/808 Dated 25.02.2020

Signature & Seal of Bidder