

Tender Notification for BR/ENQ/1920/SA/807

Dated 25.02.2020

BSES RAJDHANI POWER LTD (BRPL)

CIN NO: U74899DL2001PLC111527

FOR

Renewal of Terrorism Insurance Policy for the period

01st April 2020 to 31st March 2021

Tender No: Tender Notification for BR/ENQ/19-20/SA/807 Dated 25.02.2020

DATE OF SUBMITTING OF BIDS –	12.03.2020, 03:00 PM
DATE OF OPENING OF TECHNICAL BID -	12.03.2020, 03:30 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

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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 Terrorism Insurance policy for FY 2020–21.
- 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.bsesdelhi.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, 03:30 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 sent in a sealed cover.
- 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. Bidder should have taken a **single policy of INR 3000 Crores** or more of asset coverage with a loss limit of Rs 2000 crores in the last three financial years as a lead insurer.
- 2.4. Bidder should have **Claims Settlement Ratio** Percentage above **85%** during last 3 financial years 2016– 17 to 2018–19.
- 2.5. Bidder should have an **Average Turnover** of not less than **INR 2500 Crores** for preceding Three (3) Financial Years 2016 –17 to 2018–19.
- 2.6. Bidder should have not less than **Average Solvency Ratio** as per IRDA guidelines for FY 2018–19.
- 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.Optional: 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/807 Dated 25.02.2020 "TECHNO-COMMERCIAL BID FOR RENEWAL OF TERRORISM INSURANCE POLICY"
Envelope 2	Tender Notification for BR/ENQ/19-20/SA/807 Dated 25.02.2020 "PRICE BID FOR RENEWAL OF TERRORISM INSURANCE POLICY"

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 POLICES"

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. Certificate of Declaration for Confirmation of IRDA /GIC guidelines Annexure IV.
- 4.5. Documentary evidence in support of qualifying criteria
- 4.6. Original Tender documents duly stamped & signed on each page as token of acceptance
- 4.7. 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
- 4.8. Authority Letter of the person who is authorized by the insurance company to participate in the Tender.

5. BID SUBMISSION:

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 policy will be served by our exclusive appointed broker **M/s 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 /Phone 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 bidders 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 India P Ltd., who would be our Exclusive Brokers for all policies **Bidders 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, bidders 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.

17. PRICE BID EVALUATION CRITERIA:

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

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.

SECTION II

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 both GMC and Non-GMC policies either with a single insurer or may split the policies between two 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 f Bidders /Tenderers f 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 f Acceptance letter issued by BRPL Any conditions or terms stipulated 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 f fax 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 f 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 Policy 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. For the Terrorism Section , 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. 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.
- 2.1.2. 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 piecemeal manner for expeditious settlement of claim, preferably at the time of visit or within 3 days thereafter. The required documents will be provided after getting the same from respective department(s). The claim shall not be closed for this reason.
- 2.1.3. The surveyor shall send his findings to the Insurer within 15 days of his getting documents.
- 2.1.4. 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 for consent. In case the claim is not found admissible /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.
- 2.1.5. 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. DOCUMENT FOR REPLACEMENT COST

The purchase cost of the assets will be taken from the Purchase order if the same is not available then the purchase cost of the identical goods will be taken to reach the purchase cost of the asset. There are times when an asset is damaged partially but for performance efficiency of the machine the whole part / material needs to be replaced. In such cases the surveyor / insurer must consider the replacement price of whole asset or machine. In certain items the price list is not available for material or the service, then the insurance

company and surveyor should consider the sap code and the system generated id and price list and proceed with the claim settlement accordingly.

4. DOCUMENT FOR REPAIR COST

The purchase cost of the assets will be taken from the Purchase order if the same is not available then the purchase cost of the identical goods will be taken to reach the purchase cost of the asset. In case of repair of any asset(s) the same will be taken from the seller and if not possible then the quote from the vendor / service provider of identical materials will be taken as a base for calculation. In certain items the price list is not available, then the insurance company and surveyor need to consider the sap code and the system generated id and price list, which should be considered as the material code and the claim settlement made accordingly.

5. CLAIM SETTLEMENT

The total claim amount to be paid to the insured by the Insurer shall be net of the policy excess/Retention limit. 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.

SPECIAL NOTE

Locations wise sum insured will not to be provided for HVDS, transformers and for some other assets. Complete locations address/pin codes not to be shared due to nature of business. In case a bidder does not have approved special contingency policy form, they can use any other alternative policy form to insure such assets.

6. Claims

The security/watch and ward management for insurance of fixed assets and main stores/projects will be in the purview scope of BRPL /owner/customer who has engaged security from local sources for the watch and ward of the project.

Intimation for any loss/damages w.r.t Terrorism policy, event will be reported as per procedure.

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

- a. Delay in Intimation could be allowed up to 15 days depending on the circumstances.
- b. For the purpose of calculating depreciation on assets with limited life in the relevant policies, BRPL will provide capitalization date which is a snapshot of the SAP register. In cases where,

capitalization date is not available, the insurer will settle the claim based on manufacturing year which is available on the transformer shell & equipment left behind. If these two are not available, the claim(s) will be settled by applying a depreciation maximum of 50%.

- c. Depreciation shall be applied at an annual rate of not more than 5% per annum subject to a maximum of 50%.
- d. BRPL will provide documents in support of the current purchase price of the item for which there is a claim. For multiple claims of similar item, the supporting provided in the 1st claim will be considered for other claims unless fresh supporting documents are provided otherwise. Purchase invoice of the affected / damaged item will not be provided.

6. CLAIM DOCUMENTS: The Claims will be considered for settlement on the following documents

- a) Claim Form
- b) D.D./G.D/ online FIR copy (Loss / Information Report)/FIR/ Police Intimation: The insured will provide the document in support of the loss in case of theft / burglary case.
- c) Estimate of loss.
- d) Final claim bill with supporting document for replacement cost of the item being claimed will be provided
- e) Capitalization details or any other document to determine the age of the item being claimed (where the claim is on market value basis) will be provided for the purpose of calculating depreciation.
- f) For Reinstatement Value claims, the reinstatement invoice /bill of supplier /repairer will be submitted.

7. SALVAGE DISPOSAL

For claims other than above, the disposal of salvage shall primarily be the responsibility of the insurer. The insured will provide all assistance, to the extent possible, in the safe custody of the salvage and its disposal. However, the insurer will ensure that there is no unreasonable delay in the disposal leading to erosion in value and delay in the settlement of the claim.

For salvage value above INR 5 lacs, the salvage disposal will take place as per CVC guidelines (specifically for PSU insurers)

8. TIMELINES – SURVEYORS

- 9.1.1. The surveyor will ensure survey to happen within 24 hours of the loss being reported to them.
- 9.1.2. On submission of claim documents if there is any document which is discrepant & incomplete, or any additional document is required then the surveyor shall revert to the insured for the required clarifications within 3 working days of the receipt of documentation.
- 9.1.3. The surveyor will ensure submission of the survey report within 7 working days. BRPL reserves the

right to demand copies of survey reports from insurers & surveyor for their records on a case to case basis.

- 9.1.4. Surveyor shall share a monthly MIS by the 10th of subsequent month of all claims pending with him for issuance of Survey Report with the list of requirements.
- 9.1.5. If the Surveyor fails to adhere to the timelines, then on request of the Insured the Insurer will agree to the deletion of the Surveyors name from the Panel and inclusion of another Surveyor in his place.
- 9.1.6. 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".

9. 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".

10. 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 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

- 11. Location wise sum insured will not to be provided. In some of the claims complete Locations address/pin codes are not shared due to nature of business.

12. 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

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.

13. 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

This is also declared that necessary backup reinsurance support has been obtained either from the GIC or from the international reinsurers rated with at least 'A+' by S&P.

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/807 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/807 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 DETAILS FOR TERRORISM POLICY

Policy Type	2017-18 (INR)	2018-19 (INR)	2019- 20 (INR)
Terrorism Policy	Nil Claim	Nil Claim	Nil Claim
Total			

Section-VI

(QUOTE SLIPS WITH TERMS & CONDITIONS)

Please Note:

All values of assets as provided below are tentative values and are bound to change. Final data will be shared before/ at the time of placement of policies.

Quote slip Standalone Terrorism Insurance Policy	
Insured	BSES RAJDHANI POWER LIMITED
Address	Head of Department, Contracts & Material Department, 1st Floor, C Block BSES Bhawan, South Delhi 110019
Policy Period	1-04-2020 To 31-03-2021
Business Activity	Electricity Distribution
Location	BSES Rajdhani Power Limited: - Electricity Distribution, BSES Rajdhani Power Ltd complete distribution area of BSES Rajdhani Power Limited in south & west Delhi
Interest	Loss / damage to insured property and business interruption arising out of an act of Terrorism including but not limited to Expenses incurred to prevent, suppress or control damage after the occurrence of the terrorism act / act(s) Terrorism shall mean an act or series of acts including the use of force or violence of any person or group(s) of person(s) whether acting alone or on behalf of or in connection with any organization(s) committed for political, religious or ideological purposes including the intention to influence any government and / or to put the public in fear of such purposes
Sum Insured	
Property Damage	50,78,43,00,000
Business Interruption	1,00,00,000 (Indemnity Period 3 months)
Total Sum Insured	50,79,43,00,000
Loss Limits	20,51,00,00,000
Deductibles	Material Damage: 1% of claim amount subject to a minimum limit of INR 100,000 & maximum limit of INR1,000,000 Business Interruption – 3 days
Add on Covers	
Expediting Expenses	INR 65,00,00,000
Accounts Receivable	INR 65,00,00,000

Consequential Reduction in Value	INR 65,00,00,000
Data, Programs or software	INR 65,00,00,000
Decontamination Cost	INR 20,00,00,000
Fine arts – 10% of Sum Insured or INR 65 cr whichever is lesser. Any item(s) total value over the sublimit to be specifically agreed and listed herein	INR 65,00,00,000
Lawn, Plant, tree and Shrubs	INR 10,00,00,000
Loss Control	Included within Sum Insured
Looting Following an Insured event	INR 20,00,00,000
Seepage and/ or Pollution and/or contamination clean Up	INR 175,00,00,000
Valuable Papers & records	INR 65,00,00,000
Third Party Vehicles	INR 40,00,00,000
Coinurance Deficiency & Currency Devaluation	INR 65,00,00,000
Errors & Omission	INR 65,00,00,000
Service Interruption	INR 65,00,00,000
Transit	INR 40,00,00,000
Brand Rehabilitation	INR 65,00,00,000
Unspecified Third-Party Locations & /or temporary Removal of property (Property damage only) &/or off premises storage of property under construction	INR 40,00,00,000
Expert/ legal Fees	INR 50,000,000
Plans & Documents	INR 50,000,000
Non-Owned Assets	INR 50,000,000
Removal of debris	INR 50,000,000
Auditors Fees	INR 50,000,000
Architects Surveyors Fees	INR 50,000,000

FIXED ASSET DETAILS FOR ALL INSURANCE FOR FY-2020-21

FIXED ASSETS	Policy	Coverage	2020-21 (In Lakhs)
66f33f11 KV Grid Stations	Terrorism	Terrorism	2,06,945.00
Office Equipments, Furnitures & Fixtures	Terrorism	Terrorism	7,783.11
Offices and Building & Temporary Structures	Terrorism	Terrorism	28,965.00
11 KV Substations including RMU	Terrorism	Terrorism	1,82,828.14
HVDS Transformers (25 KVA Single Phase)	Terrorism	Terrorism	19,187
Towers	Terrorism	Terrorism	16,420.85
Capital Work in Progress	Terrorism	Terrorism	30,856.30
Stores Materials	Terrorism	Terrorism	10,000.00
Various Type of Scrap Material Laying in store	Terrorism	Terrorism	250.00
Transformer Repair Shop Dwarka Sec-11	Terrorism	Terrorism	832.03
IT Equipments more than 7 years			
Servers & Data Centre Equipment	Terrorism	Terrorism	-
Computers, Projectors, , Scanners, Printer etc..	Terrorism	Terrorism	324.00
UPSf Poss Printerf Thermal Printer	Terrorism	Terrorism	125.00
Laptops	Terrorism	Terrorism	55.00
Telecom Equipments	Terrorism	Terrorism	-
TOTAL			5,07,843

Section – VII

To be filed in a separate envelope

Envelope should be marked as "Financial Bid for "Renewal of Terrorism Policy" Tender Notification for BR/ENQ/19-20/SA/807 Dated 25.02.2020"

Following financial bid format to be followed for all policies

Price Bid format

		Non-GMC- Price Bid Format					
Sr. No	Type of Policy	Property Description	Major Coverages	Excess Under Each Policy	Sum Insured (INR / Lakhs)	Proposed Policy Period	Premium (Including GST) In INR on Proposed Option
1	Stand Alone Terrorism Policy	Grids, All Electrical and Electronic equipment installed in 11 KV & LT Network, Buildings (all buildings other than Grids), Office Equipment including furniture and fixtures, Capital Works in progress, Transformer repair shop dwarka sector-11, IT Equipment's more than 7 years old, Transmission Towers, Transmission lines including insulators and poles, street lights and other accessories within 1000 feet of substations. Stores - Stock including fresh inventory and capitalised items in covered and open godowns	Property Damage due to Terrorism	1% of Claim Amount Subject to a minimum limit of Rs 1 Lac and a maximum limit of Rs 10 lacs. Business Interruption: 3 days each and every occurrence	507843 lakhs	01-04-2020 To 31-03-2021	

Tender Notification for BR/ENQ/19-20/SA/807 Dated 25.02.2020

Signature & Seal of Bidder