

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka Undertaking) Corporate Office, K.R. Circle, Bengaluru 560001.

No: BESCOM/GM (A & HR) /BC-50/2535/2017-18/ 405

Date: 92 JUN 2017

DETAIL WORK AWARD

No.2614

By Registered Post

Sub: Implementation of Group Personal Accident insurance to all Employees/ Officers of BESCOM

Ref: 1) Bid Enquiry No: BESCOM/GM(A&HR)/BC50/2535/2017-18 dated: 03.06.17.

- 2) Bid opened on 16.06.2017.
- 3) Technical Evaluation dated: 20.06.2017.
- 4) Price Bid opened on 20.06.2017.
- 5) MD approval dated:21.06.2017
- 6) LOI No.: Bid Enquiry No: BESCOM/GM(A&HR) /BC50/2535/2017-18/393-97, dated: 21.06.17.
- 7) Letter of Acceptance from The Oriental Insurance Company Limited dated: 21.06.2017.

We are pleased to award the contract to you as per the terms and conditions stipulated in this office enquiry No: BESCOM/GM (A&HR)/BC-50/2535/2017-18, cited under reference (1) for providing Group Personnel Accident Insurance Policy to all Permanent Employees/Officers of BESCOM for a period of One year from the date of payment of premium i.e., from 23.06.2017 to 22.06.2018 with the following terms and conditions:

1) SCOPE OF WORK:

Shall provide Group Personnel Accident Insurance to all Employees/Officers of BESCOM for a period of one year.

Group Insurance Scheme shall to provide Personnel Accident Insurance coverage of Rs. 4,00,000/- (FOUR Lakhs) per insured person against Death/Permanent total Disablement sustained by any of the insured person declared for insurance by the BESCOM attributable solely & directly to any accident caused by external violent & visible means.

2) BENEFICIARIES

Personal Accident Insurance coverage will be provided to all the Permanent Employees/Officers of BESCOM engaged in administrative/technical activities including functions of linemen.

The details of employees under coverage are as follows:

Sl.No.	Category	Number of Employees as on 31.03.2017 (Approximately)	
1	A	530	
2	В	495	
3	С	5845	
4	D	6588	
Total		13458	

3) PREMIUM: Premium per Employee / Officer will be paid as noted below –

Total No. of Employees/Officers	Premium per Employee. (Rs.)	Service Tax @ 15% (Rs.)	Total premium per Employee (Rs.)
13458	120.00	18.00	138.00

The price quoted shall be FIRM. No enhancement in prices is allowed during the contract period.

4) TOTAL PREMIUM COST OF THE AWARD:

The total **cost of the premium amount will be Rs.18,57,204/-**(Rs. Eighteen Lakhs Fifty Seven Thousand Two Hundred and Four only) for 13458 number of Employee/Officers subject to additional/deletion after ascertaining the exact number of permanent Employees of BESCOM.

5) UNIT OF ENROLMENT:

The unit of enrolment for Group Personnel Accident Insurance Policy is for all the Permanent Employees/officers of BESCOM the coverage will be for Personnel under service of the BESCOM till the date of superannuation or till the date of dismissal or termination. Additions or deletions are to be effected during the currency of the policy and the same shall be effected on pro-rata basis. Such additions/deletions list shall be furnished as a periodical list as mutually agreed & will be tendered by BESCOM along with appropriate premium & duly acknowledged by the INSURER for commencement of risk under the scheme.

6) ENROLMENT PROCEDURE:

BESCOM will provide list of permanent employees/officers of BESCOM who are working as on the date of MoU to the successful Insurance Company (both in soft/hard copy) in the standard format from the offices of BESCOM and the same shall be forming part of the insurance contract.

7) BENEFITS:

Group Personnel Accident Insurance Scheme to BESCOM should provide the following benefits.

BENEFITS

1	Death only	Rs.4,00,000/-
2	Loss of two limbs two eyes or one limb and one eye	Rs.4,00,000/-
3	Loss of one limb or one eye	Rs.2,00,000/-
4	Permanent Total Disablement PTD) from Injuries other than those named above	Rs.4,00,000/-
5	Permanent Partial Disablement	% of benefits as per annexure
6	Temporarily total Disablement	1% of CSI (Rs.4000/-) upto 104weeks.

PERSONAL ACCIDENT COVER IS WORLDWIDE. 24 Hrs/365 Days cover in respect of Permanent Employees of BESCOM all Accidental death/disability for a maximum capital sum insured value indicated above.

8) ADDITIONAL BENEFITS:

Rs. 1000/- towards expenses incurred for carriage of dead body of the insured to place of residence.

9) TAXES:

Upward variation in Statutory Taxes and beyond the Contract period will not be paid by BESCOM.

10) PAYMENT OF PREMIUM:

BESCOM will make payment of one time annual Premium including Service Tax in respect of beneficiaries as mentioned in clause 2 & duly acknowledged by the INSURER for commencement of risk under the scheme. Further, additions or deletions are to be effected during the currency of the policy as may be required on periodical basis as mutually agreed & the same shall be effected by the Insurance Company on pro-rata basis.

11) PERIOD OF CONTRACT/INSURANCE COVERAGE:

The period of this Insurance contract shall be for 12 calendar months from the date of payment of premium & the same shall be subject to renewal for one more year on mutual consent on the terms and conditions as may be negotiated at the time of renewal.

12) COMMITMENTS BY BESCOM:

BESCOM will provide the following for successful implementation of the scheme.

- a) BESCOM will authenticate & forward all the Insurance claim documents to the insurer from the receipt of the documents from the concerned unit.
- b) BESCOM will stand as a facilitator between the Insurer and employees/ officers of BESCOM
- c) BESCOM's concerned unit will provide assistance in furnishing the required document in early settlement of claims to the claimants.
- d) BESCOM units will furnish the following list of document

SL	Particulars Particulars
No.	
1	Application
2	Insurance Claim From
3	Death Certificate
4	Legal heir Certificate
5	FIR Report issued by Police Authority
6	MahaZar Report
7	Panchanama
8	Savings Bank along with cancelled cheque leaf & Account Pass book Copy

13) COMMITMENTS OF INSURANCE COMPANY:

- a) Insurer should settle the claim within Fifteen days on receipt of complete set of claim documents from BESCOM.
- b) Insurer should inform to this office before entering MoU the required set of documents for the settlement of the claim.
- c) Insurer should cover Group Personnel Accident Insurance to workmen and Officers who retire during the currency of the Policy.

14) CLAIM MANAGEMENT:

Claims under the policy will be routed through the concerned offices of BESCOM and General Manager (A&HR), BESCOM, K.R.Circle, Bengaluru with their certification of the coverage of the insured person, duly authenticating the claim & the claimant along with all the relevant documents for processing of the claim.

15) PAYMENT OF CLAIMS AND CLAIM TURNAROUND TIME:

The INSURER/their designated office will pass payment in respect of the valid claim favoring the nominee, within reasonable time & in no case not later than 15days from the receipt of all valid claim documents through Electronic Clearing Services or any other agreed means between BESCOM & Insurer. The claim amount shall be settled directly to the claimant/ nominee against due discharge under intimation to the under signed.

16) RIGHT OF APPEAL AND REOPENING OF CLAIMS:

The Insured person or the representatives of the deceased Insured person shall have a right of appeal to approach BESCOM if the claim is denied by the Insurer & the insurer is bound to review the decision in this regard or seek further documentary support or initiate investigation through the consent of BESCOM and the subsequent final decision will be binding on all the parties. This right of appeal will be mentioned by the BESCOM in every repudiation advice. The Insurer and/or BESCOM can re-open the claim if proper and relevant documents as required by the Insurer are submitted.

17) DISPUTE:

Any dispute arising out of this agreement or that at which may arise in future will be solved by taking recourse to mutual settlement failing which such dispute will be subject to appropriate courts in Bengaluru Jurisdiction.

18) TERMINATION OF CONTRACT:

The Contract is liable to be terminated at the absolute discretion of the BESCOM without assigning any reasons whatsoever by giving 15 days notice on the ground such as

- a. The services are found to be unsatisfactory.
- b. If there is a breach of any term and conditions of the Contract, **BESCOM** have the following powers:
 - a) To cancel the contract.
 - b) To blacklist or not to consider the agency's future offers for a specified period.
 - c) To recover from the agency to the extent of loss suffered by BESCOM.

19) PENALTY:

In case the agency, does not settle the claim within Fifteen days on receipt of complete set of claim documents from BESCOM, a penalty at the rate of ½ % per week subject to maximum of 10% of the total annual Premium.

20) FORCE MAJEURE:

- a. If at any time during the continuance of the order, the performance, in whole or in part by either party, or any obligations under the order, shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, floods, execution of this order directly or act of God (hereinafter referred to as events), then provided a notice of the happening of any such event is given by either party to other by letter/fax within 48 hours from the date occurrence thereof, neither party shall be for reasons of such events be entitled to terminate this order nor shall any party have any claim for damages against the other in respect of such non-performance or delay in performance in providing services under this order shall be resumed as soon as practicable after such an event has come to an end or ceased to exist.
- b. Only events of Force Majeure, which impedes the execution of the contract at the time of its occurrences, shall be taken into cognizance.

21) RISK AND COST SERVICE:

In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM's option. However, before such cancellation, the BESCOM shall give four week's notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM's satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated.

The service provider shall be liable to the **BESCOM** for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of **BESCOM**, the service provider shall not be able to correct the fault even after notice, and the **BESCOM** may terminate the Work contract at the risk and cost of the service provider.

- 22) It is informed to come up with MoU on stamped paper of Rs. 200/- along with the consent letter within 7days. Further all other conditions stipulated as per MoU are to be complied.
- 23) All other terms and conditions which are not specifically mentioned in this detailed work award are deemed to be included and applicable as per bid document.

General Manager (A & H.R.), BESCOM

To,
THE ORIENTAL INSURANCE CO. LTD,
Corporate Business Unit,
NO. 44/45, 3RD Floor, Leo Shopping complex,
Residency Cross Road,
Bengaluru- 560025

Copy to:

- 1) The Chief General Manager (IA), Corporate office, BESCOM, Bengaluru for information
- 2) General Manager (F&R), Corporate office, BESCOM, Bengaluru for information.
- 3) AGM (E&S), Corporate office, BESCOM, Bengaluru.
- 4) PS to MD/DT/DF.
- 5) DGM(P)/ MF/OC.

