



BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka Undertaking)

Corporate Office, K.R. Circle, Bengaluru 560001.

No: BESCOM/(A&HR)/BC-50/2535/02/2020-21/719-16

Date: 10 6 OCT 2020

DETAILED WORK AWARD

No.2650

By Registered Post

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

Ref: 1. Bid Enquiry No.: BESCOM/GM(A&HR)/BC50/2535/02/2020-21, dated: 21.08.2020.
2. Bid opened on 01.09.2020.
3. Technical Evaluation dated: 04.09.2020.
4. Price Bid opened on 09.09.2020.
5. MD approval dated: 23.09.2020.
6. LOI No.: BESCOM/GM(A&HR)/BC50/2535/02/2020-21/678-81, dated: 29.09.2020.
7. Letter of Acceptance letter dated: 01.10.2020.

We are pleased to award the contract to you as per the terms and conditions stipulated in the bid enquiry No: BESCOM/GM(A&HR)/BC-50/2535/02/2020-21, cited under reference (1) **for providing Group Personal Accident Insurance Policy to all permanent Employees/Officers of BESCOM for a period of One year** from the date of payment of premium with the following terms and conditions:

1) SCOPE OF WORK:

Group Insurance Scheme to provide Personal Accident Insurance coverage of Rs. 10,00,000/- (TEN 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.

Implement Group Personal Accident Insurance to all permanent Employees/Officers of BESCOM for a period of one year and further extendable for one more year or part thereof, on the same terms and conditions at the discretion of BESCOM or with mutual consent.

2) BENEFICIARIES:

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

The details of employees under coverage are as follows:

| Sl. No. | Category | Number of Employees as on 31.03.2020. (Approximately) |
|--------------|----------|---|
| 1 | A | 592 |
| 2 | B | 794 |
| 3 | C | 6270 |
| 4 | D | 7705 |
| Total | | 15361 |

BESCOM will provide list of employees/ (both in soft/hard copy) in the standard format from the respective offices of BESCOM and the same shall be forming part of the insurance contract. Additions or deletions are to be effected during the currency of the policy.

3) PREMIUM:

Premium per Employee / Officer will be paid as noted below –

| Total No. of Employees/Officers (Approximate) | Premium per Employee. (including GST) | Total premium (including GST) |
|---|---------------------------------------|-------------------------------|
| 15361 | Rs. 513.30 | Rs.78,84,801.00 |

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

4) TAXES:

When premium amount is paid, upward variation in statutory taxes will not be paid by BESCOM.

5) TOTAL PREMIUM COST OF THE AWARD:

The total cost of the premium amount will be Rs.78,84,801 /-(Rs Seventy eight lakhs Eighty four thousand Eight hundred one only) for 15361 number of Employee/Officers subject to additional/deletion after ascertaining the exact number of Employees of BESCOM.

6) PERIOD OF CONTRACT and INSURANCE COVERAGE:

The period of this Insurance contract shall be for 12 calendar months from the time of payment of premium & the same shall be subject to renewal for one more year or part thereof, on the same terms and conditions at the discretion of BESCOM or with mutual consent.

7) UNIT OF ENROLMENT:

The unit of enrolment for Group Personal Accident Insurance Policy is for all the permanent Employees/officers of BESCO. The coverage will be for Personnel under service of the BESCO 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 BESCO along with appropriate premium & duly acknowledged by the INSURER for commencement of risk under the scheme.

8) BENEFITS:

Group Personal Accident Insurance Scheme to BESCO should provide the following benefits.

B E N E F I T S

| | | |
|---|---|--|
| 1 | Death only | Rs.10,00,000/- |
| 2 | Loss of two limbs two eyes or one limb and one eye | Rs.10,00,000/- |
| 3 | Loss of one limb or one eye | Rs.5,00,000/- |
| 4 | Permanent Total Disability (PTD) from Injuries other than those named above | Rs.10,00,000/- |
| 5 | Permanent Partial Disability | % of benefits as per annexure-A |
| 6 | Temporarily total Disability | 1% of CSI (Rs.10000/-) upto 104 weeks. |

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

9) ADDITIONAL BENEFITS:

Rs.2000/-towards expenses incurred for carriage of mortal remains of the insured to place of residence.

10) COMMITMENTS BY BESCO:

BESCO will provide the following for successful implementation of the scheme-

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

11) 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 Personal Accident Insurance to employees and Officers who retire during the currency of the Policy.

12) CLAIM MANAGEMENT:

Claims under the policy will be routed through the respective BESCOM offices 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.

13) PAYMENT OF CLAIMS AND CLAIM TURNAROUND TIME:

The INSURER/their designated office shall 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 cheques shall be forwarded to the BESCOM for proper issuance to the nominee against due discharge from the claimants.**

14) 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.

15) 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 Bangalore Jurisdiction.

16) TERMINATION OF CONTRACT:

The Contract is liable to be terminated at the absolute discretion of the BESCOM without assigning any reasons whatsoever by giving 15days 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:
 - i. To cancel the contract.
 - ii. To blacklist or not to consider the agency's future offers for a specified period.
 - iii. To recover from the agency to the extent of loss suffered by **BESCOM**.

17) CONTRACT PERFORMANCE SECURITY:

Govt. of India undertaking companies are exempted from paying Performance Guarantee.

18) PENALTY:

In case the Insurance company 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.

19) FORCE MAJEURE:

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.

Only events of Force Majeure, which impedes the execution of the contract at the time of its occurrences, shall be taken into cognizance.

20) RISK AND COST SERVICE:

In the event, the insurance company 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 insurance company. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the **BESCOM**'s discretion. However, before such cancellation, the **BESCOM** shall give four weeks' notice to the agency for taking corrective action. In case, the insurer does not take necessary corrective action to **BESCOM**'s satisfaction, within the said period of four

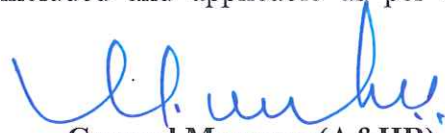
weeks, **BESCOM** shall be at liberty to terminate the Work contract in part or whole. **BESCOM** may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated.

The insurer shall be liable to the **BESCOM** for any losses, excess costs for such/similar services, provided that the insurer 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 insurer 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 insurer.

21) ARBITRATION:

Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre- by one Arbitrators appointed in accordance with its rules.

- 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&HR),
BESCOM**

- 1) The New India Assurance Company Limited,
2B, Unity Building Annexe, Kalinga Rao Road,
BENGALURU-560027.**
- 2) The New India Assurance Company Limited,
Divisional office X (671900),
#51/2, 1st Floor, Vinay Complex, Vanivilas Road,
Basavanagudi, Opp. National College,
BENGALURU -560 004.**

Copy to:

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