

ಚಾಮುಂಡೇಶ್ವರಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು
ನಿಗಮ ನಿಯಮಿತ
(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)
ನಿಗಮ ಕಾರ್ಯಾಲಯ, ಖರೀದಿ ಶಾಖೆ,
ಚಾವಿನಿನಿ, ಮೈಸೂರು-570017
Telephone No: 9448994705



CHAMUNDESHWARI ELECTRICITY
SUPPLY CORPORATION LIMITED
(A Government of Karnataka Undertaking)
Corporate Office, Procurement Section,
CESC, Mysuru-570017
Website: www.cescmysore.org
E-mail ID: gmpure@cescmysore.org

Company Identity Number (CIN): U40109KA2004SGC035177

No: CESC/GM(P)/DGM(P)/AGM(P-1)/2020-21/ **Cy 5-1221**

Dated: **24-11-2021**

LETTER OF AWARD OF CONTRACT

M/s IFFCO-TOKIO General Insurance Company Limited,
IFFCO Sadan, C1 Distt. Centre, Saket,
New Delhi – 110017.

Reg. Post Ack. Due

Policy Servicing Office
M/s IFFCO-TOKIO General Insurance Company Limited,
#35, 1st Floor, New Kantharaj Urs Road,
Opposite Akshaya Bhandar, Kuvempunagara,
Mysuru-570023

Sir,

Sub: Implementation of Group Personal Accident Insurance to all Employees/Officers
of Chamundeshwari Electricity Supply Corporation Limited (CESC), Mysuru
Ref: T.O. Enquiry No. CESC/GM(P)/2020-21/C2-5150, Dated: 04-11-2021

CESC is pleased to award the contract on your esteemed Company as per the terms and conditions stipulated vide this office enquiry under reference, for **providing Group Personal Accident Insurance Policy to all permanent Employees/Officers of CESC** for a period of **One Year from 25-11-2022.**

- SCOPE OF THE PROPOSAL:** Group Insurance Scheme is to provide Personal Accident Insurance coverage of ₹ 50,00,000/- (Rupees Fifty lakhs) per insured person against Death/Permanent total disablement (as per para 5- below) sustained by any of the insured person declared for insurance by the CESC attributable solely & directly to any accident caused by external violent & visible means.
- ONE TIME ANNUAL PREMIUM:** The premium price quoted as furnished by you is here under. These rates are 'firm' and no enhancement of the same is allowed during the contract period.

Total number of present beneficiaries	Premium per Employee (₹)	GST @ 18% (₹)	Total Premium inclusive of service tax per employee(₹)	Total premium inclusive of GST for total No. of employees(₹)
6,811	1,228.81	221.19	1,450.00	98,75,949.00

*Note: 6811 nos. is the present existing beneficiaries. The number of beneficiaries may vary and so does the premium proportionately

3. **BENEFICIARIES:** Personal Accident Insurance coverage will be provided to all the Permanent Employees/Officers of CESC. The list of employees will be furnished after the receipt of the acceptance of this award.

4. **PRICES:**

The prices quoted for Premium per Employee shall be "*Firm Price Basis*" and no enhancement in prices is allowed during the contract period.

5. **TAXES:**

Any changes/variation in the statutory taxes (GST) during the contract period will be borne by CESC.

6. **UNIT OF ENROLMENT:** The unit of enrolment for Group Personal Accident Policy is for all the Permanent Employees/officers of CESC & the coverage will be for Personal under service of the CESC 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 affected on pro-rata basis. Such additions/deletions list shall be furnished as a periodical list as mutually agreed & will be tendered by CESC along with appropriate premium & duly acknowledged by you for commencement of risk under the scheme.

7. **BENEFITS:** Group Personal Accident Insurance Scheme to CESC Employees/Officers should provide the following benefits.

Sl. No.	Nature	Amount in Rs.
1	Death only	Rs. 50,00,000/- or 60 months gross salary income of the employee whichever is lower, subject to minimum of Rs. 25,00,000/-
2	Loss of two limbs two eyes or one limb and one eye	Rs. 25,00,000/-
3	Loss of one limb or one eye	Rs. 12,50,000/-
4	Permanent Total Disablement (PTD) from Injuries other than those named above	Rs. 25,00,000/-
5	Permanent Partial Disability	Percentage of benefits as per annexure-A (As per Schedule-1 of Employee Compensation Act, 1923)
6	Temporarily Total Disability	Rs. 10,000/- per week up to 104 weeks
PERSONAL ACCIDENT COVER IS WORLDWIDE. 24 Hrs/365 Days cover in respect of Permanent Employees of CESC all Accidental death/disability for a maximum capital sum insured value indicated above.		

8. **PERSONAL ACCIDENT COVERED IS WORLDWIDE.**

24 Hrs/365 Days cover in respect of Permanent Employees/ Officers of CESC any type of Accidental death/disability for a maximum capital sum insured value indicated above.

9. **ENROLMENT PROCEDURE:** CESC will provide list of permanent employees/officers who are working as on the date of MoU in the standard format and the same shall be forming part of the insurance contract.

- 10. PAYMENT OF PREMIUM:** CESC will make payment of one time annual Premium including Taxes in respect of beneficiaries which shall be duly acknowledged by you 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 you on pro-rata basis.
- 11. PERIOD OF INSURANCE COVERAGE:** The period of this Insurance coverage from 25-11-2021 to 24-11-2021 and shall be subject to renewal for further one year on mutual consent.
- 12. PERIOD OF CONTRACT:** The period of Insurance contract shall be **twelve calendar months** from the 25-11-2021 and may be extended for further one year on mutual consent.
- 13. COMMITMENTS BY CESC:** CESC will provide the following for successful implementation of the scheme.
- The concerned Executive Engineer(EI) of the O&M Division, CESC** will authenticate & forward all the Insurance claim documents to the insurer within three to six months from the receipt of all the documents.
 - CESC will stand as a facilitator between the insurer and employees/ officers of CESC.
 - CESC provide assistance in furnishing the required document in early settlement of claims to the claimants.
 - Concerned CESC Offices shall furnish the following documents
 - Application
 - Insurance Claim Form
 - Death Certificate
 - Legal Heir Certificate
 - FIR Report issued by Police Authority
 - Mahazar Report
 - Panchanama
 - Savings Bank Account Pass Book copy along with cancelled cheque leaf
- 14. COMMITMENTS OF INSURANCE COMPANY:**
- Your Insurance Company should cover Group Personal Accident Insurance to workmen and Officers who retire during the currency of the policy.
 - Your Insurance Company should settle the claim within Fifteen days on receipt of complete set of claim documents from CESC without seeking any clarification regarding the reason/cause of accident
 - Your Insurance Company shall inform CESC, the required set of documents for the settlement of the claim before entering into MoU.
- 15. CLAIM MANAGEMENT:** Claims under the policy will be necessarily routed through the General Manager (Admin & HRD), CESC, Corporate Office, Mysuru 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.
- 16. PAYMENT OF CLAIMS AND CLAIM TURN-AROUND TIME:** You/your designated office will pass payment in respect of the valid claim favouring 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 CESC & you. The cheques shall be forwarded to CESC for proper issuance to the nominee against due discharge from the claimants.
- 17. 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

CESC if the claim is denied by you & you are bound to review the decision in this regard or seek further documentary support or initiate investigation through the consent of CESC and the subsequent final decision will be binding on all the parties. This right of appeal will be mentioned by CESC in every repudiation advice. You and CESC can re-open the claim if proper and relevant documents as required by you are submitted.

18. DISPUTE: Any dispute arising out of this agreement or that which may arise in future will be solved by taking recourse to mutual settlement and thereafter by referring the dispute to arbitration at Bangalore Arbitration Centre. The disputes arising out of the agreement will be subject to appropriate courts in Mysore Jurisdiction.

19. CONTRACT PERFORMANCE SECURITY:

The Performance Bank Guarantee for a value equivalent to **5% of the annual premium value (including service tax)** to be furnished as "Performance Guarantee" in the form of Bank Guarantee from a Public Sector Indian Bank/ Scheduled commercial Bank (*in the second schedule of the RBI Act 1934*) and the Bank should be covered under the jurisdiction of Indian Laws.

20. PENALTY:

In case the claim is not settled within Fifteen days on receipt of complete set of claim documents from CESC, a penalty at the rate of $\frac{1}{2}$ % per week or part there of subject to maximum of 10% of the total annual Premium will be deducted from the performance bank guarantee submitted by the Insurance Company. Even after this, if your company fails to settle the claims then your insurance company will be blacklisted for a period of one year and is liable to settle the claims and other damages to CESC and its employees may suffer during the contract period.

21. TRAINING/WORKSHOP: Training/ workshop/orientation programme for Group A & B Officers of CESC shall be provided by you within 15 days of signing of the MoU at free of cost.

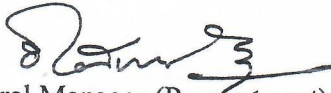
22. TERMINATION OF THE CONTRACT: The Contract is liable to be terminated at the absolute discretion of CESC without assigning any reasons whatsoever by giving 15 days' notice on the ground such as

- a. The services are found to be unsatisfactory.
- b. If there is a breach of any term and conditions of the Contract, CESC shall have the following powers:
 - i. To cancel the contract.
 - ii. Forfeiture of performance security deposit.
 - iii. To blacklist or not to consider your future offers for a specified period.
 - iv. To recover from you to the extent of loss suffered by CESC from performance bank guarantee submitted.

23. RISK AND COST SERVICE: In the event of failure to execute the awarded work or are not able to deliver the work of quality or within the stipulated time period, CESC shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from you. The Cancellation of work contract may be either for whole or part of the work contract, and will be at the option of CESC. However, before such cancellation, CESC shall give four week notice to you for taking corrective action. In case, necessary corrective action is not taken to CESC's satisfaction, within the said period of four weeks, CESC shall be at liberty to terminate the work contract in part or whole CESC may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. CESC reserves the right for claiming any loss or damages from the Insurance Company for not having executed the contract as stipulated in the scope of work.

24. All other conditions as set out in the Tender Documents form part of this Work Award and Agreements.
25. Draft MoU is here with enclosed for reference and informed to come up immediately with MoU on Stamped paper of Rs. 200/-. Further all other conditions stipulated as per MoU are to be complied with.
26. 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 – Karnataka (Domestic & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules.
27. Further any transactions/communications/procedures/decisions/claims etc. in this regard will be through General Manager (Admin & HRD), CESC, Corporate office, # 29, Vijayanagara 2nd Stage, Hinkal, Mysuru - 570017. All the future correspondence/s shall be to General Manager (Admin & HRD), CESC.

It is requested to acknowledge the receipt of this Award of Contract and letter of consent for the same by return fax/mail.


General Manager (Procurement)
CESC, Mysuru

Copy:

1. Chief Engineer(Elec), CESC, Mysuru/Hassan Zone
2. Chief General Manager(I/A), CESC, Mysuru
3. General Manager (Admin & HRD), CESC, Mysuru for information and perusal with insurance provider for further needful.
4. All Superintending Engineers(Elec), O&M Circles, CESC
5. All Executive Engineers (Elec), O&M Divisions, CESC
6. All Assistant Executive Engineers(Elec), O&M Sub Divisions, CESC
7. MIS Section to publish in cescmysore.org
8. PS to MD/DT/CFO, CESC, Mysuru
9. MF/OC