## **APUIAML invites**

## NOTICE INVITING TENDERS/ REQUEST FOR QUOTATION

### on behalf of

# ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL)



Inviting quotations from public sector insurance companies for providing insurance for Stocks of APSPSCL at various locations in the state of A.P for a period of 1 (One) year i.e., from 00:00 Hrs. on 16.12.2022 to 23:59 Hrs. on 15.12.2023.

NIT/ RFQ reference no: <u>APUIAML/APSCSC/MKTG.M3/5661/STOCKS INSURANCE/2019</u>					
<b>Name of Work:</b> Providing insurance for Stocks of APSPSCL at various locations in the state of A.P for a period of 1 (One) year i.e., from 00:00 Hrs. on 16.12.2022 to 23:59 Hrs. on 15.12.2023.	<b>Tender Category:</b> Services				
Tender Type: Open	Estimated Contract				
	Value: Rs. 90,00,000/-				
Bid Submission Closing Date: 17:30 Hrs. on 12-12-2022	Tender Evaluation Type:				
	Open				

Bids invited on APUIAML website <a href="https://www.apurban.com/tenders.php">https://www.apurban.com/tenders.php</a>

#### ADMINISTRATION DEPARTMENT 4th FLOOR, NTR ADMINISTRATIVE BLOCK, PANDIT NEHRU BUS TERMINUS,VIJAYAWADA, ANDHRA PRADESH - 520013. Ph: (0866)-2527709 || E-mail: <u>info@apurban.in</u>

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# SECTION-I: DEFINITIONS, ABBREVIATIONS AND ACRONYMS

- 1.1. <u>RFQ/ NIT</u>: Request for Quotations/ Notice Inviting Tender (Tender Document)
- **1.2.** <u>Tender Evaluation Committee (TEC)</u>: The committee constituted by the CEO, APUIAML Office File No. APUIAML/APSCSCL/I&RM/2022-23/01
- 1.3. <u>Purchaser/ Insured/ Corporation</u>: ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (or) APSCSCL having its Regd. Office at 10-152/1, 4<sup>th</sup> & 5<sup>th</sup> Floors, Sri Sai Towers, Bandar Road, Kanuru, Vijayawada, Krishna (Dt.), Andhra Pradesh - 520007.
- **1.4.** <u>APUIAML</u>: Andhra Pradesh Urban Infrastructure Asset Management Private Limited
- **1.5.** <u>Insurance Company</u>: Public Sector Undertaking Insurance Company registered with IRDAI as General Insurance Company
- **1.6.** <u>SFSP Policy</u>: Standard Fire and Special Perils Policy
- 1.7. <u>STFI</u>: Storm, Tempest, Flood and Inundation
- 1.8. <u>RSMD</u>: Riot, Strike and Malicious Damage
- 1.9. IRDAI: Insurance Regulatory and Development Authority of India
- **1.10.** <u>IIB</u>: Insurance Information Bureau
- 1.11. <u>TAC</u>: Tariff Advisory Committee
- **1.12.** <u>ECV</u>: Estimated Contract Value
- 1.13. PQB: Pre-Qualification Bid
- 1.14. IGMS: Integrated Grievance Management System of IRDAI

# SECTION-II: NOTICE INVITING QUOTATIONS and IMPORTANT INSTRUCTIONS TO THE BIDDERS

- 2.1. Tender No: APUIAML/APSCSC/MKTG.M3/5661/STOCKS INSURANCE/2019
- 2.2. <u>Purchaser:</u> Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL)
- **2.3.** <u>Department:</u> Head Office
- **2.4.**<u>Tender Subject:</u> Providing insurance for Stocks of APSPSCL at various locations in the state of A.P for a period of 1 (One) year i.e., from 00:00 Hrs. on 16.12.2022 to 23:59 Hrs. on 15.12.2023.
- 2.5.<u>Tender Type:</u> Open
- 2.6. Evaluation: L1 Bidder
- 2.7. Processing Fee (Non-Refundable): Rs. 5,000/- (Rupees Five Thousand Only).

Table: 2						
Name of the Beneficiary	Andhra Pradesh Urban Infrastructure Asset Management Limited					
Account Number	034311100004067					
IFSC	UBIN0803430					
Name of the Bank and Branch	Union Bank of India, Labbipet Branch, Vijayawada					

**2.7.1.**<u>Payable to:</u> Bank account details as mentioned below:

2.7.2.<u>Mode of Payment:</u> IMPS/ NEFT/ Intra Bank transfer.

- **2.7.3.**The bidder should submit, along with the Technical/ Pre-Qualification Documentation, the copy of Bank Pay-in Slip/ Transaction Receipt etc., as a proof of payment of tender/processing fee.
- 2.8. <u>Time Schedule of Tender/ RFQ</u> (Important Dates): The tender document can be downloaded from the APUIAML website <u>https://www.apurban.com/tenders.php</u>

Table: 3					
Date of Publishing	10:30 Hrs. on 03.12.2022				
Date from which the RFQ/ Tender document can be downloaded from APUIAML website <a href="https://www.apurban.com/tenders.php">https://www.apurban.com/tenders.php</a>	11:00 Hrs. on 03.12.2022				
Pre-Bid Meeting (Virtual)	11:00 Hrs. on 05.12.2022				
Cut of time for download of RFQ/ Tender Document	17:00 Hrs. on 12.12.2022				
Bid submission closing date	17:30 Hrs. on 12.12.2022				
Date of Opening of Technical Bid/s	18:00 Hrs. on 12.12.2022				
Date of Opening of Financial Bid/s	TBD				

#### **2.9.** <u>NIT/ RFQ Document</u>:

- **2.9.1.** The Bidder (Public Sector Insurance Company) may read all the terms and conditions mentioned in the NIT/ RFQ document and seek clarification, if any, from APUIAML, prior to submission of bid. APUIAML/ APSCSCL will not be responsible for any delay/ difficulty/ inaccessibility of the RFQ Document for any reason whatsoever.
- 2.9.2. The Bidder has to keep track of any changes by viewing the extension of due dates, Addendum/ Corrigendum issued by APUIAML, from time to time @ <u>https://www.apurban.com/tenders.php</u> The Department Inviting quotations will not be responsible for any claims/problems arising out of this.
- **2.9.3.** The bidder should fulfil any other pre-requisites mentioned in the RFQ document/s. The tenderer should read and understand clearly the General, Special and Technical terms and conditions of the RFQ/ NIT document before submission of the Bid Responses in sealed cover/s.
- 2.10. <u>Bid Submission Procedure</u>: Two cover system.
  - **2.10.1.** All documents pertaining to technical bid should be placed in separate sealed cover clearly superscribed as "Pre Qualification Bid" along with name, contact details of the bidder.

- **2.10.2.** All documents pertaining to price bid should be placed in separate sealed cover clearly superscribed as "Price Bid" along with name, contact details of the bidder.
- **2.10.3.** Bidder need to submit their response/quotations in sealed covers by hand/ post/ courier at the below address on or before the due date and time. APUIAML/ TEC/ APSCSCL will not be responsible for any delays whatsoever caused by postal or courier delays as well as force majeure.

#### Administration Department, APUIAML,

#### 4th Floor, NTR Administrative Block,

#### Pandit Nehru Bus Terminus, Vijayawada 520 013, Andhra Pradesh.

**2.11.** Place of tender opening and evaluation:

## Administration Department, APUIAML,

#### 4th Floor, NTR Administrative Block,

#### Pandit Nehru Bus Terminus, Vijayawada 520 013, Andhra Pradesh

- 2.12. Officer Inviting Bids: HEAD-HR & ADMIN
- **2.13.** Validity of Tender: 90 days from the date of opening of the Price Bid.
- 2.14. Disclaimer:
  - 2.14.1. APUIAML/ APSCSCL reserves the right to change or alter the bid conditions before the final date of submission of the bids by issuing an addendum/ corrigendum. The RFQ/ NIT and any subsequent addendum/ amendment/ corrigendum etc., will be made available at https://www.apurban.com/tenders.php. The bidders shall be solely responsible, for ensuring that their bids/ bid responses are completely in line with the requirements stipulated in this RFQ.
  - **2.14.2.** It is the responsibility of the bidder, before submitting their bids, to ensure the suitability of coverage offered against the coverage solicited through this tender.

- **2.14.3.** Any discrepancies in the requirements stipulated in these documents, shall be brought to the notice of the Administration Department of APUIAML and TEC for obtaining clarifications prior to submission of the bids.
- 2.14.4. APUIAML/ APSCSCL reserves right, without prejudice to other rights under terms and conditions of RFQ/ NIT, without prejudice to documents or other remedies available, to cancel tenders without assigning any reasons, and will not entertain any correspondence in the matter. APUIAML/ APSCSCL accepts no liability whatsoever and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from cancellation of RFQ/ NIT. TEC/ APUIAML/ APSCSCL also reserves the right to split the order on more than one bidder, in any manner or reject any or all tenders without assigning any reason.
- 2.14.5. Bidders are advised not to make any assumptions or inferences, on their own.
- **2.14.6.** APSCSCL at its sole discretion unilaterally may change the Sum Insured values. The successful bidder shall be bound to issue policy for the revised values at the same rate and terms & conditions. Insurers /Bidders are requested to enclose duly signed and stamped copy of RFQ document along with their Technical Bid.
- **2.14.7.** The General Insurance companies, if required, shall inspect the proposed risk in full shape before quoting the insurance premiums.
- **2.14.8.** <u>Addition/ Alterations/ Modifications</u>: The Corporation reserves the right to make additions/ alterations/ modifications to the quantity/ volume of items in the purchase order. The Insurer shall insure such quantities also at the same rate as originally agreed to and incorporated in the purchase order.

Table: 4				
SCHEME	Providing insurance for Stocks of APSPSCL at various locations in the state of A.P for a period of 1 (One) year i.e., from 00:00 Hrs. on 16.12.2022 to 23:59 Hrs. on 15.12.2023.			
Objective	Shortlisting of Insurance Company after evaluation of proposals received for Insurance Company			
Type of Bids/ Proposals to be submitted	Pre-Qualification Bid and Price Bid			
Type of Evaluation	All companies are invited to tender, provided they meet all the Pre-qualification requirements. The qualified L1 price bid, upon opening of the commercial stage of technically qualified bidders, will be awarded as L1 Bidder.			

## 2.14.9. Scheme of RFQ/ NIT: Table: 4

## **SECTION-III: PRE-QUALIFICATION REQUIREMENTS**

The tenderer/ bidder shall submit/ upload the satisfactory documentary evidence to establish the following Pre-Qualification requirements without any ambiguity.

#### (Pre-Qualification Bid/ Technical Bid/ PART-1 of Bid Response)

- 3.1. <u>Pre-Qualification Requirements for Insurance Companies:</u>
  - **3.1.1.** Insurance Company should be registered with IRDAI (Insurance Regulatory Development Authority of India) as General Insurance Company.
  - **3.1.2.** Insurance company should be a public sector undertaking.
  - **3.1.3.** Insurance company should not have withdrawn already submitted quotations thereby causing undue delay in insurance procurement process to/for any of the Andhra Pradesh Governments' Departments/ Organizations/ Institutions etc. Insurance company should not have been blacklisted (in the past or present) by any of the Governments' Departments/ Organizations/ Institutions etc. A self-declaration has to be submitted by the participating insurance company in this regard.
  - **3.1.4.** Notwithstanding anything stated above, APUIAML/APSCSCL reserves the right to asses the tenderers/ bidders capability to execute the contract, should the circumstances warrant such assessment in the overall interest of the Government. In respect of qualification of the tenderer, the decision of APUIAML/APSCSCL is final.

#### Price Bid/ PART-2 of Bid Response)

- **3.2.** The Pre-Qualification/ Technical Bid of the bidder should be qualified in order to be considered for evaluation of such bidder's commercial/ price bid.
  - **3.2.1.**The price bid of the such technically qualified bidders should submit the PRO-FORMA for PRICE BID on the insurance company's letter head duly signed by the insurance company's authorized representative/ duly constituted attorney.'

#### **SECTION – IV: SUBMISSION and EVALUATION OF BIDS**

- **4.1.** <u>Help Desk:</u> For any queries, please contact APUIAML at Ph: (0866)-2527709 || E-mail: <u>info@apurban.in</u>
- **4.2.** Online bids (by mail/ fax etc.,) shall not be entertained for the tenders published in <u>https://apurban.com/tenders.php</u>
- 4.3. The bidder shall submit his/ her/ it's/ their response/s as mentioned in section 2.10 of this NIT/ RFQ document.
  - **4.3.1.** The bidders shall submit their eligibility and qualification details, Pre-Qualification Bid, Price-Bid documents as per Section-X.
  - **4.3.2.** TEC may reject any bid that is not complete in terms of submission of the documents mentioned above and the decision of TEC shall be final and binding in this regard.
  - **4.3.3.** The bidders shall sign on the statements, documents, certificates, submitted by them, owning responsibility for their correctness/authenticity. Digital signatures will not be accepted. Each and every page of bid document should be stamped and signed by the bidder.
  - **4.3.4.** The authorized person/ employee of bidder who self attests various bid document /s shall submit adequate proof of authority to sign/ proof of duly constituted attorney.
  - **4.3.5.** TEC may reject, any Bid unsupported by the adequate proof of the signatory's authority. In this regard, the decision of TEC is final and binding on the bidder.
  - **4.3.6.** The bidders shall submit the Price Offer in the PRICE BID format provided in Section-IX of this RFQ/ NIT. The price bid of only the eligible technically qualified bidders shall be opened.

- **4.3.7.** The bidders shall quote an all-inclusive rate (Including Taxes). This rate will be the sole bid parameter for commercial evaluation.
- 4.3.8. The quotation/s shall be submitted, in Two Parts, viz.,
  - 4.3.8.1. Part-I: Technical Bid/ Pre-Qualification Bid (PQB)
  - 4.3.8.2. Part-II: Price Bid
- **4.3.9.** Price Bid (or) Price Components should not be placed/ submitted in the Technical/ Pre-Qualification Bid.

#### 4.4. OPENING OF BIDS:

- **4.4.1.** The Department/s shall open the technical bids on the technical bid due date as specified in the tender document.
- **4.4.2.** The department/s shall initially evaluate only the technical bids and the price bids of only the technically qualified bidders shall be opened

#### 4.5. <u>Bid Evaluation</u>:

- 4.5.1. The lumpsum rate quoted for the complete scope of RFQ/ Tender shall be the sole criteria for bid evaluation and the L1 bidder shall be adjudged the preferred bidder subject to General, Special & Technical Terms and Conditions mentioned in this document.
- **4.5.2.** Pre-Qualification Bid, will be opened, at the time and place that is already specified in this RFQ Document.
- 4.5.3. Only those tenders which contain full information and comply with the requirements of Pre-Qualification (PQB) Requirements and other terms (Forming Part 1) will qualify for opening of Part- II: 'Price Bid'.
- **4.5.4.** Only in such case of those bidders who are found to be eligible in accordance with the prescribed Pre-Qualification eligibility conditions in the tender document and whose bids meet the

requirements under this Tender shall be declared as the "Technically Qualified Bidders".

- **4.5.5.** Upon opening of the Price Bids, only in such case of those bidders whose Price Bid documents are found to be complete and valid in accordance with the prescribed format/ terms and conditions in the RFQ/ NIT document shall be declared as the "Qualified Financial Bidders" and the lumpsum price quoted by "L1 Bidder" will be considered for onward processing.
- 4.5.6. The details of L1 Bidder will be intimated to all the Technically Qualified Bidders through the communication details mentioned in Schedule A.
- **4.6.** The bid evaluation criteria as adopted by the department/s deemed fit is final and binding on the bidders.
- **4.7.** "PQB" is separate from "Price Bid".
- **4.8.** Technical Bid will be opened before the price bid and hence the documents related to the Price/ Commercial Bid, should not be placed in the Pre-Qualification/ Technical Bid. If Price Bid/ Price Components is/ are placed in the Pre-Qualification/ Technical Bid then such Bid Response/s will be disqualified.
- **4.9.** The bidders need to submit the required documents in compliance with the Pre-Qualification requirements stipulated in this tender duly signed on each page with seal. Bids, if any, received by Fax/ e-mail or other modes of communication, including but not limited to any offline submission of the bid/ quote will not be entertained by the TEC. Such bids/ responses will be rejected and action deemed fit will be taken against the bidder.
- **4.10.** The successful bidder (L1 Bidder) will be required to accept the purchase order within 1 working day from the date of receipt of purchase order and should issue the "Risk Held Covered" Letter within 1 working day from the date of receipt of Premium.
  - **4.10.1.** If the Tenderer fails to accept the Purchase Order within the above said period or backs out when his Tender is accepted, his Bid/ Bid Response will be held void and will be blacklisted and will be barred from future participation. The decision of TEC is final in this regard.

## **SECTION-V: PROPOSAL FORM**

- 5.1. <u>SCOPE OF OFFER:</u> Providing insurance for Stocks of APSPSCL at various locations in the state of A.P for a period of 1 (One) year i.e., from 00:00 Hrs. on 16.12.2022 to 23:59 Hrs. on 15.12.2023.
- **5.2. Insured:** Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL)
- **5.3.** <u>Type of Policy/ Policies:</u> Standard Fire and Special Perils Policy (FLOATER DECLARATION BASIS) and Burglary Policy (First Loss Basis @ 10%)
- **5.4.** <u>No of Locations:</u> As per Annexure -1.
- 5.5. <u>Single Location Top Sum Insured:</u> As per Annexure 1.
- 5.6. Sum Insured for SFSP (Floater Declaration) Policy: Rs. 5,17,00,00,000 /-
- **5.7.** <u>Type of Storage:</u> Rice Stocks and Other Essential Commodities of APSCSCL (Stored in Mandal Level Stock Points and Buffer Godowns)
- 5.8. <u>Risk Code</u>: 19 and Occupancy Code: 4001 (Materials stored in Godowns & Silos)
- **5.9.** <u>Construction of Buildings:</u> RCC structures, pucca structures, premises occupied as owned/ rented/ hired, Godowns constructed as per specifications in vogue (non-RCC and other types)

#### 5.10. Documentation at the time of claims:

- **5.10.1.** Duly filled in Intimation Form (For all claims)
- **5.10.2.** Duly filled in Claim Form (For all claims)
- **5.10.3.**For all other claims including Fire and STFI allied perils: [Revenue Panchanama conducted by VRO and counter verified by Tehsildar.]
- **5.10.4.**For fire claims Fire Brigade Report will be submitted, if available. Otherwise, the documents mentioned in section 5.10.3 shall be sufficient.

**5.10.5.**Survey report may be obtained by the insurance company for assessing the extent of loss and arriving at their liability Cost of survey and investigation to be borne by the insurance company only.

#### 5.11. Detailed description of Coverage Required:

Tabl	able: 5						
S. No	S. NoCOVERAGES (Materials stored in Godowns & Silos) (Floater Declaration)						
	As per Standard Fire & Special Perils Policy: Fire & Special Perils, Lightning,						
	Explosion/ implosion, Aircraft damage, Riot, strike and malicious damage (						
	Subsidence and landslide including rockslide, Bursting and/or overflowing of water						
	tanks, apparatus and pipes, Missile testing operations, Leakage from automatic sprinkler						
	installations, Bush fire etc, Earthquake, Terrorism.						
	Add-Ons Required: STFI, EQ, Terrorism						
	Free Add-Ons required:						
1	Removal of Debris in excess of Standard Coverage						
	• Fire Fighting Expenses, Deliberate Damage						
	• Expenses for Loss Minimization or Loss Prevention						
	Omission to insured additions/ alterations and modifications						
	• Any other Free- Addons that are appropriate for the proposed risk.						
	Clauses Required: On Account Payment, Designation of Property, 72 Hours Clause.						
2	Burglary Insurance: First Loss Policy @ 10%    Add-on: Theft						

**5.12.** The claim(s) shall be settled as per the "Market Value" basis.

- **5.13.** APSCSCL reserves the right to alter or revise the stock values or declaration of stock values that may occur due to oversight i.e., clerical/ typographical mistakes for which the insurance company shall accept such revisions as valis.
- **5.14.** The insurance company shall accept the stock declarations sent within 180 days of the closure of previous month by H.O of APSCSCL.

- **5.15.** Claims intimated, if any, by APSCSCL should be settled with in TWO weeks from the date of receipt of all required documents.
- **5.16.** The Insurer within 30 days of commencement of Insurance Policy shall provide a comprehensive claims procedure and list of documents required for each type of claim.
- **5.17.** A panel of approved Surveyors acceptable to APSCSCL has to be drawn up in consultation with Insurance company & Insurance Intermediary (If any). They are to be utilized in case of all Losses/Damages, Reported, against which claims would be lodged.
- **5.18.** In the event of a Loss, APSCSCL would give immediate intimation to the Insurer, and a Surveyor shall be appointed from the approved panel within 24 Hrs from receipt of such notification. If a surveyor is NOT deputed within 24 Hrs, depending on exigency where conditions warrant, APSCSCL will go ahead with the repairs/ & loss mitigation measures claim submitted by APSCSCL should be accepted by the Insurer.
- **5.19.** At the time of site visit or immediately thereafter, the surveyor shall be advised to give a complete list of documents/requirements of claim and APSCSCL shall furnish these expeditiously. APSCSCL shall also nominate an official who shall coordinate with the surveyor. When material information is requested, the same should be provided within deadline specified and every conceivable effort shall be made to ensure deadlines are met in this regard. If deadlines cannot be met, a full and detailed explanation should be provided.
- **5.20.** All claims lodged with the Insurer shall be promptly settled as per the following understanding:
  - **5.20.1.**Claims shall be settled on the basis of the Survey Report and necessary Documentation within 7 working days of their receipt.
  - **5.20.2.**"On Account Payment" (i.e., 50% of the Assessed Loss), shall be released by the Insurer within 10 working days of receipt of the Final Report of the Surveyors recommending such payment. However, documents required to

be obtained from Government agencies like FIR, Final Report from Police/Local Authorities and Fire Brigade Report shall not be insisted for release of "On Account Payment", where liability is clear and admitted.

- **5.20.3.**Final payment of the claim shall be made within 15 days of receipt of Final Survey Report and all necessary supporting documents/information from APSCSCL for claims which are within the Limits to be specified as may be applicable at the time of settlement, and 30 days for claims which require Approval of Head Office of insurance company.
- **5.20.4.**The Insurer will also be responsible for Settlement of Survey Fees for all claims.
- 5.21. <u>Panel of Surveyors:</u> Request list of local surveyors (Category A&B) who may be utilized for recording preliminary evidence in case of exigencies requiring immediate repair/replacement, shall be furnished.
- **5.22.** In case claims are not settled by the Insurance Company within the prescribed time limit, the Insurance Company shall pay prevailing RBI Bank Rate, till the time of payment. Interest shall be calculated from the day on which the payment falls due.

## **SECTION-VI: GENERAL TERMS & CONDITIONS**

- 6.1. General Terms & Conditions, Special Terms & Conditions and Timelines, for those participating in the e-tender shall be as provided in this RFQ/ NIT document. Additionally, Terms & Conditions of <u>https://www.apurban.com/tenders.php</u> shall also apply, if any.
- 6.2. <u>Pre-Qualification/ Eligibility Criteria</u>: As per Section-III of RFQ/ NIT document.
- **6.3.** Request for participation in Pre-Bid meeting should be sent to <u>info@apurban.com</u> at least one hour before the scheduled time of the meeting.
- **6.4.** Responsibility for the correctness of the information submitted in the bid lies with the bidder only. If any information furnished in the bid is proved to be false at any later date, the bid will not only be rejected but also the bidder will be BLACKLISTED by the TEC from participating in future procurement/s of APUIAML/ APSCSCL for a period of 3 years.
- **6.5.** TEC reserves the right to accept or reject any tender without assigning any reasons thereof and is not bound to accept the lowest or any other quote submitted.
- **6.6.** <u>Jurisdiction</u>: All and any disputes or difference arising out of or touching the purchase order shall be decided only by the Courts or Tribunals situated in VIJAYAWADA/ AMARAVATI (Andhra Pradesh) only.
- **6.7.** <u>Reference</u>: After placing of purchase order, the purchase order number must appear on all the correspondence, Invoices, Policy Copies, Endorsements and such other document/s or communication/s relatable with the purchase order.
- **6.8.** <u>Waiver</u>: Any waiver by the TEC/ APUIAML/ APSCSCL, if any, for any breach of the terms & conditions of the RFQ/ NIT Document/ Purchase Order shall not constitute any right for subsequent waiver for breach of any other terms or conditions RFQ/ NIT Document/ Purchase Order.
- **6.9.** <u>Sub-letting and Assignment</u>: The insurance company, unless with prior consent in writing from the APSCSCL, shall not assign the Purchase Order (or) Contract or

any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever. Provided nevertheless that any such consent shall not relieve the insurer from any obligation, duty or responsibilities under the contract.

- **6.10.** <u>Information Provided to the Bidder/s, Insurance Company</u>: All data and documentation that would be given to the Insurance Company/ Bidder/s by concerned department/s for the servicing of various insurance requirements of APSCSCL and execution of the purchase order is/ are proprietary information of Govt. of Andhra Pradesh and should not be disseminated to unauthorized recipients. Such data/ documentation should be returned immediately upon the request of APUIAML/APSCSCL, when demanded.
- **6.11.** Except for the purpose of servicing the insurance policy i.e., for executing the purchase order, Insurance Company/ Bidder/s should ensure that the information provided (data & documents) is/ are not used for any other purpose. The Insurance Company/ Bidder/s should ensure that the information given by the department/s is not disclosed to any unintended person, firm, body, corporate and/or authority and make every effort that the data/ information is kept confidential.
- **6.12.** <u>Prices</u>: Price(s) mentioned in the purchase order shall be firm and is/ are not subject to escalation on any account, till the purchase order is executed in full.
- **6.13.** <u>Taxes, Levies and Duties</u>: Goods and Service Tax payable shall be shown separately in the invoice against the purchase order. Similarly, GST will be paid as per the rate applicable at the time of billing.
- **6.14.** <u>Variation in Statutory Levies</u>: An upward variation/ revision in statutory levies (or) introduction of new levy, after opening of the bids/ issuance of purchase order/ purchase of the policy, shall be accounted to the purchaser/ proposer. Similarly, the purchaser/ propose should be given the advantage of reduction/ refund to the extent of any downward variation/ revision in levies after opening of the bids/ issuance of purchase of purchase of the insurance policy.
- **6.15.** <u>Terms of Payment</u>: Payments will be made through Account Payee Cheques or by Electronic Transfer only. In case of erroneous payment/ remittance of excess to the

insurance company, the same shall be refunded immediately upon the reconciliation of premiums paid or upon the request of the purchaser.

**6.16.** The TEC/ APSCSCL reserves the right to split the tender in whole or in parts at its sole discretion without assigning any reason/s and can place the Purchase Order(s) on more than one bidder.

#### 6.17. Prices:

- **6.17.1.** All prices shall be firm and shall be indicated in the Commercial/ Price Bid. Variable prices will not be accepted.
- **6.17.2.** <u>Taxes and duties</u>: GST payable shall be shown separately in the offer and invoice.
- **6.17.3.** It is the responsibility of the Insurer/Bidder, to ascertain and ensure that all taxes/ duties, charges etc., are included in the Price/ Commercial Bid without fail.

#### 6.18. Payment terms:

- 6.18.1. The Total Premium (including GST) will be paid, before the scheduled commencement of Insurance Cover, subject to submission of the Invoice. The Invoice in original, in the name of Managing Director, APSCSCL, 10-152/1, 4th & 5th Floors, Sri Sai Towers, Bandar Road, Kanuru, Vijayawada, Krishna (Dt.), Andhra Pradesh 520007., shall be submitted, immediately on receipt of purchase order, for arranging payment.
- **6.18.2.** In case, any excess payment is made to the insurer, erroneously or for any other reason(s), the bidder shall refund the amount received in excess of premium payable as per Purchase Order. Any delay in such refund, beyond 15 days from the date of request for repayment/ refund/ recovery, will attract an interest as per prevailing Bank Rate.
- **6.18.3.** Any incidental charges, such as bank charges etc., incurred by the insurer during the execution of the contract shall be to the Insurer's/ Bidder's account only.

**6.18.4.** The insurance company shall make its/ their own arrangement/s to ensure the collection of declarations, collection of premiums on submission of bills and to claim bills along with documents from respective departments/ locations of APSCSCL and also handing over the insurance policies, proceeds on claim settlement and to submit other documents if any to APSCSCL.

#### 6.19. <u>Risk Purchase</u>:

- **6.19.1.** TEC/ APSCSCL reserves the right either to accept or to reject the bid response/s without assigning any reasons whatsoever. In case the successful participant/s fails to execute the contract as per the stipulated schedule, TEC/ APUIAML/ APSCSCL reserves the right to place orders from the open market or by floating another tender, and recover the additional expenditure so incurred from the insurer. This is without prejudice to any/all other rights of TEC/ APUIAML/ APSCSCL, as indicated in this Specification.
- **6.19.2.** <u>Validity Of offer</u>: The Offers shall be valid for a period of 90 days from the date of opening of Price/ Commercial Bids. The period of validity cannot be counted from any other date other than the date of opening of the price bids.

#### 6.20. Extension and Termination:

- **6.20.1.** APSCSCL reserves the right, to seek extension of insurance cover, for a specific period, if necessitated. The Insurer/ Insurance Company shall arrange extension of the insurance coverage for the period as sought by APSCSCL on Pro-rata basis. Such extension, if requested, shall be for a period not more than 3 months per instance and limited to 2 (Two) instances after end of an insurance policy period.
- **6.20.2.** APSCSCL reserves the right to cancel the order either in part or in full, by giving 15 (Fifteen) days of notice, if the Bidder/ Insurer/ Insurance

Company/ Service Provider fails to comply with any of the terms of the RFQ/ NIT/ Purchase Order/ Insurance Policy.

- **6.20.3.** Any Purchase Order/ Contract/ MoU/ MoA/ SLA/ Insurance Policy that may arise out of this RFQ/ NIT will initially be for a period of 1 (One) year.
- **6.20.4.** Notwithstanding anything to the contrary, if there is any change in policy decision, neither extension nor renewal of the insurance policy shall be considered.
- **6.20.5.** Under any circumstances whatsoever, the Insurer/ Insurance Company shall not cancel the insurance policy without the concurrence of the APSCSCL.
- **6.21.** Any further communications, amendments etc. shall be available on the website of APUIAM <u>https://www.apurban.com/tenders.php</u> TEC reserves the right to (i) reject any or all bids with or without assigning any reasons whatsoever, (ii) reschedule / postpone the bid date(s) due to any unforeseen circumstances at any stage of the bid process (iii) cancel or annul the entire bid process without assigning any valid reasons whatsoever.
- **6.22.** The terms and conditions contained in this RFQ/ NIT document will be converted into contract/ MoU/ MoA/ SLA along with servicing parameters and qualifiable timelines.

## SECTION-VII: SPECIAL TERMS AND CONDITIONS

- **7.1.** In case of ambiguity, the Special Terms and Conditions shall supersede (will take precedence over) the General Terms and Conditions that are mentioned in Section-VI of this RFQ/ NIT.
- **7.2.** The General Insurance companies, if required, shall acquire all/ any relevant and material information pertaining to various underwriting factors and factors attributable to the rating of the proposed risk before quoting the insurance premiums.
- **7.3.** <u>Addition/ Alterations/ Modifications</u>: The purchaser reserves the right to make additions/alterations/ modifications to the Sums Insured in the purchase order. The Insurer shall insure such additions/ enhancements also at the same rate as originally agreed to and incorporated in the purchase order.
- **7.4.** <u>Co-Insurance</u>: If any, exclusively mandated Insurance Intermediary/ Broker by the Insured/APSCSCL, the said broker is authorized to handle all issues pertaining to Co-Insurance, Placement and Allocation of Premium. Nevertheless, any such co-insurance/ co-sharing will not relieve the leader insurer from any obligation, duty or responsibilities under the MoU/ MoA/Contract/ Insurance Policy Purchased for this RFQ/ NIT. The suggestions of such intermediary are final in all respects in this regard.
- **7.5.** No invoice shall be raised by the insurance intermediary/ insurance broker; if any, to the APSCSCL/ APUIAML, as their commission/ remuneration/ reward, if any, will be paid by insurance companies as per IRDAI (Payment of remunerations to insurance Intermediaries) Regulations, 2016 that are amended from time to time.
- **7.6.** The insurer and the intermediary, if any, will be held responsible for any unpaid, underpaid and improperly repudiated claims through IRDAI IGMS, IRDAI (Protection of Policyholders' Interests) Regulations, 2017, Insurance Ombudsman etc. In addition to it, the Insurance Intermediary, if any, will be held responsible along with insurance company for delay in settlement of claims beyond the

timelines as agreed in RFP. Penalty clauses, as agreed in RFP, will be strictly implemented for inordinate delay of claim settlements.

- **7.7.** <u>Modifications</u>: This Insurance order if placed, shall constitute an entire agreement between the parties hereto. Any modification to the purchase order shall become binding only upon the same being confirmed in writing duly signed by both the parties.
- **7.8.** <u>Acceptance of order</u>: The Purchase Orders will be sent to supplier in duplicate and they shall return one copy along with enclosures, duly signed and stamped, within 1(One) working day in token of having received and accepted the order.
- **7.9.** The Purchaser reserves the right to reduce the Sums Insured, within the scope of this RFQ/ NIT, during the insurance policy period. The proportionate premium shall be refunded by the insurance company to APSCSCL, Vijayawada at the end of policy period, based on the declaration submitted, within 15 days from the date of intimation of such final declaration.
- **7.10.** The insurance company to whom the purchase order is awarded will be responsible for settlement of claims as agreed in the RFP. The performance of the insurance company which doesn't settle the claims in a fair manner within stipulated TAT from the date of submission of all the necessary documents, will be recorded and considered for general evaluation of insurance company for any future participation in tenders under GoAP.
- 7.11. The insurer will be held responsible for any unpaid, underpaid and improperly repudiated claims through IRDAI IGMS, IRDAI (Protection of Policyholders' Interests) Regulations, 2017, Insurance Ombudsman etc.,
- 7.12. Documentation:
  - **7.12.1.** The insurance company should issue the premium receipt and the policy documents within 7 days after receipt of requisite premium. The complete policy document will therefore be made available to APSCSCL, within 7 working days of commencement of coverage.

- **7.12.2.** Any amendments required to the policies shall be confirmed by issuing endorsement within 5 working days of the receipt of the necessary information from the purchaser/ proposer.
- **7.12.3.** Letters, Faxes, Telephonic Messages and e-Mail should be acknowledged and answered immediately.
- 7.13. Claims:
  - **7.13.1.** The Insurance Company, at the time of MoU/ MoA/ SLA/Insurance Policy, commencement of Insurance Policy shall provide a comprehensive claims procedure and list of documents required for each type of claim.
  - **7.13.2.** A panel of approved insurance surveyors acceptable to the purchaser has to be drawn up in consultation with Insurance Intermediary; if any and APSCSCL. They are to be utilized in case of all claims. The details regarding insurance surveyors should be shared with the APSCSCL within 3 weeks of tender finalization.
  - **7.13.3.** In the event of a claim, APSCSCL would arrange immediate intimation either to the insurance intermediary; if any or to the insurance company, and surveyors should be appointed within 24 Hrs. of such intimation.
  - **7.13.4.** All claims lodged with the Insurer shall be promptly settled on the basis of the necessary documentation as per MoU/ MoA/ SLA
- **7.14.** When material information is requested pertaining to the status of claim/ reasons for rejection/ closure/ investigation/ payment, the same should be provided within deadline specified and every conceivable effort shall be made to ensure deadlines are met in this regard. If deadlines cannot be met, a full and detailed explanation should be provided.
- **7.15.** The Insurance Company, if required, shall appoint the investigator nominated by APSCSCL and Insurance Intermediary; if any, immediately upon identification of such need for investigation and shall settle the claim expeditiously as per the timelines of RFP.

- 7.16. A copy of investigation report/s, if any, should be submitted to APSCSCL.
- **7.17.** By responding to this RFQ/NIT, the insurer confirms/ accepts that the premium quoted is final and that there will be no revision, unless there is a revision in the proposed coverage and sum insured.

#### **ADMINISTRATION DEPARTMENT**

Andhra Pradesh Urban Infrastructure Asset Management Limited, 4th Floor, NTR Administrative Block, Pandit Nehru Bus Terminus, Vijayawada 520 013, Andhra Pradesh.

## **SECTION-VIII: SCHEDULE-A**

## GENERAL DETAILS OF THE BIDDER/S.

**8.1.** Pre-Qualification/ Technical Bid and Price/ Commercial Bid documents to be

Submitted are as per Section-X: Schedule-B: Check List

Table	Table: 6				
1)	Name and address of the insurance company, Name and designation of the authorized person, Contact Number & e-Mail of the authorized person to whom reference shall be made for expeditious technical co-ordination, in the event of placement of order.	:			
2)	Offer/Quotation Ref. No of the insurance company/ companies:	:			
3)	Type of company	:			
5)	GST Registration Number (Insurance Company/ Companies)	:			
7)	PAN No (Insurance Company/ Companies)	:			

## SECTION-IX: PRO-FORMA for PRICE BID:

## (Price/ Commercial Bid: PART-2 of Bid Response)

- **9.1.** Not to be submitted with the PQB/ Technical Bid/ Part -1 Documents. Failure to comply will result in rejection of Bid Response.
- 9.2. To fulfil the checklist as per Section-10.3 of the RFQ/ NIT document

Table 7	Table 7					
Standard Fire and Special Perils Policy (FLOATER DECLARATION BASIS) and Burglary Policy (First Loss Basis @ 10%) for a period of 1 (One) year i.e., from 00:00 Hrs. on 16.12.2022 to 23:59 Hrs. on 15.12.2023.						
Туре	Total Sum Insure d	Description & Coverage	Coverage	Net Premiu m	GST	Gross Premiu m
Stocks: SFSP Floater Declaration Policy	Rs. 517 Crores	Rice Stocks and Other Essential Commoditie s of APSCSCL stored at	<ul> <li>Basic Fire with RSMD</li> <li>Earthquake</li> <li>STFI</li> <li>Spontaneous Combustion</li> <li>Terrorism</li> </ul>			
Stocks: Burglary First Loss Policy with First Loss 10%	Rs. 517 Crores	various different Godowns throughout Andhra Pradesh	Burglary First Loss (First Loss % = 10 %) with Add-On cover of Theft			
TOTAL ( )						

- **9.3.** The lumpsum rate quoted for the complete scope of RFQ/ Tender shall be the sole criteria for bid evaluation and the L1 bidder shall be adjudged subject to General, Special & Technical Terms and Conditions mentioned in this document.
- **9.4.** The Participating Insurance company may, in their own interest, quote the rates and premium for policy items in line with Rules, Regulations and Applicable Guidelines of Statutory Bodies such as IRDAI / TAC/ IIB.
- **9.5.** Notwithstanding anything to the contrary, if the PRICE BID submitted by the insurance company is inclusive of any deviations, discounts, rebates etc.

- **9.5.1.** The same should not be charged upon Purchaser/ Insured at any time during the policy period.
- **9.5.2.** The same should not be recovered from the claims payable, if any, resulting from insured perils of the policies issued under this RFQ/ NIT.
- **9.5.3.** The same cannot be carried forward to future policies purchased by APSCSCL
- 9.6. Conditional quotations will not be accepted. If the conditional quotations happen to be 1<sup>st</sup> or 2<sup>nd</sup> lowest, they will be treated as invalid and the next lowest quotation will be treated 1<sup>st</sup> or 2<sup>nd</sup> lowest as the case may be.

#### SECTION-X: SCHEDULE – B: CHECK LIST

**10.1.** The Bidders (Insurance Company) are requested to check that the following documents are submitted:

#### 10.2. Pre-Qualification documents common to all bidders (Insurance Company)

- 10.2.1. Copy of IRDAI renewal fee receipt of insurance company for the FY 22-23
- **10.2.2.** Copy of GST Form-6 of the insurance company pertaining to the state of Andhra Pradesh
- **10.2.3.** Copy of PAN card
- **10.2.4.** Duly stamped and signed copy of RFQ/ NIT document (each and every page) by the authorized representative/ duly constituted attorney of the insurance company, as a token of acknowledgement of having read and accepted all terms and conditions therein.
- **10.2.5.** Self-declaration to the extent of Section 3.1.2 & 3.1.3.

**10.2.6.** Duly filled in Schedule – A.

**10.2.7.** Any other document/ information relevant to this RFQ/ NIT document.

#### **10.3. Price/ Commercial Bid Document/s:**

- **10.3.1.** Price/ Commercial Bid documents to be submitted by Insurance Company:
  - **10.3.1.1.** Duly filled in, signed and stamped copy of Price Bid on the letter head of the insurance company.

Sd/-

#### HEAD HR & ADMIN.

Andhra Pradesh Urban Infrastructure Asset Management Limited, 4th Floor, NTR Administrative Block, Pandit Nehru Bus Terminus, Vijayawada 520 013, Andhra Pradesh.