

Date: 10/August/2021

Request for Proposal (“RFP”)

For

Contractor’s All Risk Insurance Policy for Jaypee Infratech Limited, Uttar Pradesh, India

Period of Insurance: 26th August 2021 to 25th August 2022

Issued By

**Jaypee Infratech Limited
Sector 128, Noida – 201304
Uttar Pradesh, India**



1. About the company

Jaypee Infratech Limited (hereinafter referred to as 'JIL') is an Indian infrastructure development company which has developed the Yamuna Expressway and engaged in the development of related real estate projects. JIL a subsidiary of the Jaypee Group, was incorporated on April 5, 2007 as a Special Purpose Vehicle (SPV) to develop, operate and maintain the Yamuna Expressway in the state of Uttar Pradesh, connecting Noida and Agra.

JIL has constructed 165 km long 6 lane Yamuna Expressway project from Noida to Agra on BoT basis and ribbon development on 6,175 acres at five locations along the expressway for commercial, industrial, institutional, residential and amusement purposes, is also being undertaken as an integral part of the project.

JIL since 09.08.2017, has been undergoing Corporate Insolvency Resolution Process ("CIRP") in terms of the provisions of the Insolvency & Bankruptcy Code, 2016 ("IBC") vide order dated 09.08.2017 and 14.08.2018 passed by the Hon'ble National Company Law Tribunal ("NCLT") Allahabad read with order dated 09.08.2018 passed by the Hon'ble Supreme Court of India in Writ Petition (Civil) No. 744/2017 and order dated 06.11.2019 passed by the Hon'ble Supreme Court of India in the matter of Jaiprakash Associates Ltd. & Anr. Vs. IDBI Bank Ltd. & Anr. (Civil Appeal bearing Diary No 27229 of 2019 and Civil Appeal No 6486 of 2019).

In terms of Hon'ble Supreme Court order dated 06.11.2019, the Committee of Creditor ("CoC") approved the Resolution Plan of NBCC India Limited ("NBCC") on 17.12.2019. The approved resolution was filed with Adjudicating Authority for its approval. The Hon'ble NCLT, Principal Bench (Delhi) vide its order dated 03.03.2020 approved the Resolution Plan of NBCC with certain modifications.

The successful Resolution Applicant (NBCC) preferred to file an appeal before the Hon'ble National Company Law Appellate Tribunal ("NCLAT") against the Hon'ble NCLT order dated 03.03.2020 against certain modifications made to its Resolution Plan.

Vide order dated 06.08.2020 passed in Civil Appeal Diary No(s). 14741/2020 in the matter of Jaypee Kensington Boulevard Apartments Welfare Association & Ors. and NBCC, the Hon'ble Supreme Court transferred the appeal of NBCC along with other connected appeals filed against the said order of Hon'ble NCLT to Hon'ble Supreme Court of India and vide order dated 24.03.2021 directed the IRP to invite fresh/revised resolution plans only from NBCC and Suraksha and complete the CIRP within 45 days from the date of the order. Presently the CIRP process of JIL is on-going.

Subsequently, the CoC approved the Final Resolution Plan submitted by Suraksha Realty Limited along with Lakshdeep Investments and Finance Private Limited ("Suraksha Group") dated June 7, 2021 (read with its addendum) on June 23, 2021 and has been submitted to the Hon'ble NCLT.

2. About Real Estate Project

JIL has the right to develop 6,175 acres of land with a 90-year lease, which is expected to consist of 1,235-acre parcels, at each of five different locations along the Yamuna Expressway: one location in Noida, two locations in District Gautam Budh Nagar (part of NCR) and one location each in District Aligarh and District Agra.

This RFP is for the 11 number of Real estate group housing projects and 1 number of villa project which are currently under development and situated at Jaypee Wishtown and Jaypee Aman.

3. Scope of work

The purpose of this RFP is to inform Prospective Insurers about the requirement of the Company and to solicit their interest in providing suitable insurance cover.

Bids are being invited from insurance companies registered with IRDA. The Bidder will provide comprehensive protection against loss or damage to the insured assets of JIL Real Estate Projects Loss as described in the terms of reference defined in clause 4 of this Request for Proposal (“RFP”) occurring during the Period of Insurance.

The insurance cover is to be provided on a ‘Replacement Cost’ basis and the bidder is free to assess the value to be insured as part of each policy.

The assignment would be awarded to Bidder (s) quoting the lowest insurance premium subject to fulfilment of his/their eligibility criteria and other terms, as specified in this RFP.

4. Terms of Reference

Insurance policy for the Projects of JIL situated at Jaypee Wishtown and Aman, situated at Noida, Uttar Pradesh, India.

The policy as defined should insure loss suffered due to the factors defined in **Annexure – 3** (including Act of God perils - STFI & Earthquake)

5. Schedule of Events

The following schedule is provided for planning purposes only. JIL may alter this schedule at any time and accept no responsibility for adherence to this schedule

S.No.	Particular	Timeline
1	RFP Issuance Date	10 July 2021
2	Seeking queries for RFP	13 August 2021 by 5 PM
3	Last date and Time for proposal submission	18 August 2021 up to 5PM
4	Opening of Technical Bid	19 August 2021
5	Opening of Financial Bid	20 August 2021
6	Submission of bid	On the addresses as defined in clause 6 of this RFP
7	Name of the contact person for any clarification	Mr. Hitesh Goel (hiteshgoel@kpmg.com) Mr. PP Singh (pp2.singh@jalindia.co.in)
8	Address for communication	Jaypee Infratech Limited Sector 128, Noida – 201304 Uttar Pradesh, India

- Proposal shall remain valid for 30 days from the last date of submission
- JIL reserves the right to change these dates with appropriate intimation to the bidders

6. Submission of Proposal

The bids are to be submitted in single-stage two-part system comprising of

- a. Technical Bid
- b. Financial Bid

Proposals are needed to be submitted in hard copy in a sealed envelope addressed to IRP, Jaypee Infratech Limited by Speed Post /Registered Post/ by Courier/ or may be dropped in Bid Drop Box at Jaypee Infratech Limited, Sector 128, Noida – 201304, Uttar Pradesh, India.

The Technical Proposal shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”. Similarly, the Financial Proposal shall be placed inside a sealed envelope clearly marked “FINANCIAL PROPOSAL” with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed.

Proposal also need to be submitted in soft copies electronically on IRPJIL@bsraffiliates.com using valid digital signature certificates. Bidders will be required to assign a password to the soft copies of their bid. Respective passwords need to be submitted separately on the date of opening of Financial bids on IRPJIL@bsraffiliates.com.

The proposal may be submitted along with the covering letter detailing the proposal, the information/documents indicated in the Annexures and the declaration, signed by the authorized signatory with Seal of the Company. All pages are required to be signed

- JIL takes no responsibility for delay or non-receipt of bids sent. The bids received after the specified time of their submission shall be treated as ‘Late Bids’ and shall not be considered. Insurance Companies are advised to submit the bids in format as per annexures attached and any other relevant supporting documents duly stamped and signed along with date as token of acceptance of the terms & conditions of document
- Any change notices, appendices and addenda issued for this Request for Proposal shall be considered part of this proposal document
- The proposal must be written in ink or type written. Erasure, overwriting or strikeouts must be initialed by the person signing on behalf of the bidder
- Bidders willing to submit revised bids may do so before, closing date & time
- All Proposal shall become a property of JIL
- It is the responsibility of each bidder to submit all the required documents as outlined in this RFP
- Failure to quote on all options set out will disqualify your proposal
- The prospective bidder shall submit the documents as per the schedule provided in clause 5 of this RFP via email to members of the Insolvency Resolution Professional (“IRP”) of JIL. The bidders are asked to send a mail to the following email addresses: -
 - IRPJIL@bsraffiliates.com

7. Bid Validity

The proposals shall remain open for acceptance by JIL for a period of not less than Thirty (30) days from the due date for the receipt of proposals.

8. Bid Submission format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be liable for rejection

9. Amendment of RFP Document

- All the amendments made in the document shall be communicated to the bidders via email from our designated email address IRPJIL@bsraffiliates.com
- The bidders are advised to visit the website www.jaypeeinftratech.com on regular basis for checking latest updates of this RFP document. JIL also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

10. Eligibility Criteria (All mandatory Provisions)

It is mandatory for the potential Bidders to ensure that the following minimum eligibility criteria are met in order to participate in the process:

S.no	Eligibility Criteria
1	The Insurance company should have been in existence in India for a period of at least 3 Years on date of Bid. The insurance company should have solvency ratio as mandated by IRDA guidelines.
2	Bidder should be registered with IRDA with a valid IRDAI license
3	The bidders should have large corporate/ Public Sector/government clients and average annual premium receipt in case of the insurance company during the last 3 years, ending March 31, 2021 should be Rs. 500.00 Crores or more
4	The insurance companies are required to submit the bids directly and may include a well-established and reputed Intermediary company / broker which are Registered/Issued License by Insurance Regulatory and Development Authority (IRDA) for servicing of claims. An insurance company may nominate only 1 Intermediary company / broker which may deal in administrative matters of insurance policy. Also, to avoid conflict of interest, one broker may only represent one insurance company.

11. Bid Evaluation

Each response to this Request for Proposal will be evaluated by JIL to determine the degree to which It responds to the requirements set out. Financial proposal submitted under clause 13 will be opened for evaluation only for those bidders whose Technical proposal get qualified as per the Eligibility criteria mentioned in Clause 10.

12. Authentication of Bid

The digital soft copy or hard copy shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall have the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be initialed and stamped by the person or persons signing the bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted. In case of power of attorney, the same shall be submitted.

13. Financial Proposal

Financial bid shall be submitted based on list of assets provided in Annexure 3. The bids shall be as per format. The Bidder must quote rates in figures and words in the prescribed format (Annexure 6). In case of any discrepancy rates quoted in words will prevail. The Bidders will have to indicate the time they require for settlement and payment of claim(s). The total premium quoted should be all-inclusive and should include all applicable taxes/levies. No amount other than the one quoted shall be payable by JIL under any circumstances for the defined scope of insurance coverage.

14. Authorized Signatory

The proposals should be complete with all documents duly signed by authorize signatory, all information details are required to be supported by documents duly certified by the authorized signatory.

Proof of the Authorized Signatory having the authority to sign the documents (Copy of board Resolution/ Power of Attorney) must be enclosed.

15. Disqualification:

JIL may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, If the bidder has

- Made misleading or false representations in the forms, statement and attachments submitted in proof of the eligibility requirements
- Failed to provide related clarifications, when sought:
- Failed to comply with the terms and conditions mentioned in the Bid Document
- If the bid is not as per the format prescribed in the Bid document
- If the bid and other documents are not duly signed by the authorized signatory of the Bidder.
- Been declared “cooperative” by JIL in its correspondence.
- Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.

If any information comes to the knowledge of JIL which would have entitled JIL based on the prescribed Bid Document/ submission requirement specified above, to reject or disqualify the Bidder, JIL reserves the right to reject the Bid of the bidder at the instant time, or at any time thereafter as and when such information comes to the knowledge of JIL.

16. Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder’s own risk and may result in rejection of its Proposal

17. Addressing

All completed bid documents should be sent at the email addresses mentioned in clause 6

18. Language

The Bidder shall quote the rates in English language and Hindi-Arabic numerical. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract, will be in English.

19. Clarification of Bid Document

The prospective Bidders requiring any clarification of the Bid Document may be sent by e-mail at irpjil@bsraffiliates.com as per the schedule of dates given in the Bid.

20. Contract Period

These properties will have to be insured adequately and accurately by endorsement up to a period mentioned in annexure 3 so that specified risks are fully covered, and renewal dates are aligned to a single date.

21. Award of Contract

The successful bidder shall be required to accept the contract within 2 days after issuance of Letter of Intent/ Award and return the duplicate copy of Letter of Intent/ Award, duly signed by an authorized signatory of the company.

22. Contacting JIL

No bidder shall contact JIL on any matter relating to its bid, from the time of bid opening to the time the contract is awarded. If Bidder wishes to bring additional information to the notice of JIL, it should be done in e-mail at irpjil@bsraffiliates.com

23. Execution of the work not covered under this agreement

Any other insurance not covered under this scope of quotation document deemed to be part of the assignment may be assigned to the successful Bidder on mutually agreed terms & condition.

24. Clarification of bids

During evaluation of Bids, JIL, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/email), and no change in the substance of the bid shall be sought, offered or permitted.

25. Preliminary examinations

- JIL will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order
- JIL at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

- Prior to the detailed evaluation, JIL will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- If a Bid is not substantially responsive, it will be rejected by JIL and may not subsequently be made responsive by the bidder by correction of the nonconformity
- The bidder is expected to examine all instructions, forms, terms and specification in this RFP.

26. Reservation rights

Bid submitted in response to this Request for Proposal is binding on the Bidder and Bidders will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to JIL, nor shall bidders have the right to withdraw a proposal once it has been submitted.

27. Confidentiality

The Bidder shall agree that all confidential information relating to the transaction or the engagement and disclosed for the purpose of this engagement shall be kept confidential, from the date hereof until the end of a period of 1 year from the date of completion of the Transaction to termination of this Agreement, whichever is earlier

28. Check list

Successful Bidder in consultation and agreement with JIL shall prepare standard checklist of documentation required for early settlement and provide time frame for settlement of claim.

29. Deputation of Surveyors

To facilitate early survey/assessment of the loss/damage in case of any claim, the bidder will have to depute the surveyor in consultation with JIL at the site of loss/damage within 48 hours from the time of intimation by JIL about the claim.

30. Claims management services

Please describe in detail how claims for JIL will be handled. Provide an overview of the Claims Management Program that your organization would use. Outline the claim/incident reporting procedure(s) that would be implemented to standardize this process in a multi-site operation.

Discuss the use of adjusters, legal representatives, investigation and settlements

31. Added Value Service

Bidders are encouraged to include any innovative enhancements/recommendations which in their opinion would improve JIL's Insurance Management Programs. Please provide such recommendations on a separate, clearly titled document.

32. Fraud and Corrupt Practices

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Evaluation and Selection Process.

Notwithstanding anything to the contrary contained in the RFP, JIL shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Evaluation and Selection Process.

In such an event, JIL shall, without prejudice to its any other right or remedies, be entitled to corrective legal action including recovery of damages, as the case may be.

Without prejudice to the rights of JIL under Clause 15 here in above and the right and remedies which JIL may have under the Work Order / Award Letter- (AL), If a Bidder, is found by JIL to have directly or Indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent: practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue/acceptance of the AL, such Bidder shall not be eligible to participate In any assignment or RFP Issued by JIL during a period of 2 (two) years from the date such Bidder is found by JIL to have directly or through an agent, engaged or Indulged In any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**Corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JIL who is or has been associated in any mariner, directly or indirectly with the Selection Process or the AL or has dealt with matters concerning the AL or arising there from, before or after acceptance thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JIL , shall be deemed to constitute influencing the actions of a person connected with the Selection Process);

(b) "**Fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or properly to influence any person's participation or action in the Selection Process;

(d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by JIL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; and

(e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders or any other party with the objective of restricting or manipulating a full and fair competition in the Selection Process.

33. Other terms and conditions

- JIL reserves the right to enhance or reduce the amount of sum insured or reject or accept the quotation in part or full or distribute the works amongst the Bidders without assigning any reason.
- JIL reserves the right to reject any or all Proposals without assigning any reason thereof as well as the right to add/ delete/ modify any one or more of the terms and conditions of Bid document: before award of Insurance. JIL also reserves the right not to award the assignment to any of the Bidder(s) and may terminate the sale process before award of assignment, without thereby incurring any liability.
- JIL shall not in any way be held responsible for any procedural delay and shall not be assigned any financial loss caused during the Assignment.
- JIL reserves the right to withdraw the RFP at any time before signing of a definite Contract, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal. The withdrawal of RFP would be by giving intimation through Email Communication.
- JIL is not liable for any kind of brokerage or commission payable to broker other than the premium mentioned in financial proposal submitted as per clause 13 of this RFP.
- The decision of JIL in regard to acceptance or non-acceptance of the proposal will be final and binding on the Bidders.
- JIL may, at its discretion, split the Insurance policy in multiple bidders.
- JIL reserves the right to award the contract to L2 or L3 bidder basis the same terms and conditions submitted by L1 bidder.

34. Bidder Responsibility

- The bidder accepts full responsibility to understand all operations and activities of JIL (including all its assets) that require insurance. Bidder also need to submit the summary report of survey conducted on Expressway.
- Bidder will be required to submit the details of Principal insurance/Reinsurer companies engaged for this proposal.
- Bidders are required to quote the rates for all insurance policies separately. The rate and the premium, if any, for extensions/ add-on covers / clauses should not be quoted separately.
- Bidders shall provide complete details of extensions, inclusions, exclusions, deductibles and other terms & conditions.
- To educate on all aspects of the insurances, the Insurer shall organize seminars/Workshops, at no extra cost to Jaypee Infratech, to facilitate understanding and effective implementation of polices once during the policy period.
- Bidder will issue the premium receipt and the cover note for the desired coverage immediately on receipt of the premium from Jaypee Infratech. The original policy document shall be issued within one week from the date of the assumption of the risk. The policy document shall clearly indicate premium rates, premiums, sums insured, extensions, inclusions, exclusions, deductibles and other

terms & conditions in line with bid documents. Any amendment of the policies documents as required and requested by Jaypee Infratech shall be confirmed by issuing endorsement within 4 working days of the receipt of the necessary premium / information from Jaypee Infratech.
— Bidder shall submit the deferred premium payment option for the policy.

35. Irrevocable Offer

The bidder hereby acknowledges that offers contained within your response to this Request for Proposal shall remain open for acceptance by the JIL for a period of not less than Thirty (30) days from the due date of this Request for Proposal.

36. Proposal Cost

JIL is not liable for any costs incurred by Brokers or Insurers in preparing responses to this Request for Proposal or for any work performed prior to official appointment by JIL.

37. Modified Proposals

In the event that a preferred proposal does not meet JIL's requirements, JIL reserves the right to enter into negotiations with the bidders to arrive at a mutually satisfactory arrangement with respect to any terms or modifications to the proposal.

38. Non-Collusion

A bidder shall not discuss or communicate, directly or indirectly, with any other Bidder or their agent or representative about the preparation of their proposal. Each Bidder shall attest that its participation in the RFP process is conducted without collusion or fraud.

If JIL discovers there has been a breach of this requirement at any time, JIL reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

39. Conflict of Interest

Bidders must disclose to JIL in their Proposal any potential conflict of interest, including any which may involve JIL employees who may have a financial interest in a Bidder.

If such conflict of interest does exist JIL may, at its discretion, refuse to consider the Proposal.

40. Dispute Settlement

Disputes, if any, arising out of this contract/ agreement will be mutually settled without any obligation on any party. However, in the event of non-settlement of disputes through amicable means, such disputes shall be resolved as per Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be at Noida and the language shall be in Hindi/English. The arbitration shall be conducted by a sole arbitrator who shall be mutually appointed by both the parties.

All matters relating to insurance of assets of JIL and the bidding procedure thereof shall be governed by the laws of Union of India. Only Courts at District Gautam Budh Nagar (with exclusion of all other Courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise.

Bidders are requested to adhere to laws/ guidelines applicable to this Transaction which includes the following but not limited to:

- a. The Insurance Act, 1938
- b. Companies Act, 2013 and amendments thereof, if any and as applicable.
- c. General Insurance Business (Nationalization) Act, 1972
- d. Insurance Regulatory and Development Authority (IRDA) Act, 1999.
- e. The Competition Act, 2002
- f. All other such Acts, Rules, Regulations, General Orders, Guidelines, Circulars and amendment thereof issued by IRDA, Ministry of Corporate Affairs, Ministry of Finance, Government of India, IIB, GIC or any such other regulatory/statutory bodies in India or its agencies thereof.

ANNEXURE – 1

Bidders Evaluation Criteria

S. No.	Information / Documentation	Supporting Documents to be submitted	Page Number	Remarks (If any)
1.	NIT no.			
2.	Name of the company Registered office address address	Copy of Certificate under Companies Act along-with Certificate of incorporation & MOA		
3	Contact person & Mobile No,			
4	Type of License	Copy of Original license issued by IRDA while granting the license and confirmation that the entity can do business		
5	The Bidder should have registration with GST Authority	Self-attested Photocopy of GST registration		
6	The Bidders will have to indicate the time they require for settlement and payment of claim(s).	Days/Months after survey		
7	The bidders should have large corporate/ Public Sector/ government clients	Submit a minimum list of 10 Clients		
8	The Bidder should have a Minimum Average Annual Turnover of Rs. 500.00 crores (Rs. Five Hundred crores) during last 3 (three) Financial Years and insurance company should have solvency ratio as mandated by IRDA guidelines.	Self-attested photocopy of Audited Profit & Loss A/c and Balance Sheet/Income Tax Return of the last 3 (three) years in support of their Annual Turnover.		
9	Claims Management Services	Please describe in detail how claims for JIL will be handled. Provide an overview of the Claims Management Program that your organization would use. Outline the claim/incident reporting procedure(s) that would be implemented to standardize this process in a multi-site operation.		

Date:

Place:

ANNEXURE – 2

Declaration

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

Dated: ____, 2021

To

The Insolvency Resolution Professional
Jaypee Infratech Limited
Sector 128, Noida – 201304
Uttar Pradesh, India

Re: Contractor All risk Insurance Policy of Jaypee Infratech Limited

Dear Sir,

This is with reference to your Ref. No. JIL/RFP/Insurance Bids dated on the above subject that:

1. We have carefully read and understood all the terms and conditions of the document and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our offer at any stage besides liabilities toward prosecution under appropriate law.
3. We have not been suspended / delisted / blacklisted by Central/ State Govt. Ministry / Department / Public Sector Undertaking / IRDA / SEBI / Autonomous Body / Financial Institution / Court.
4. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
5. We agree that the decision of JIL in selection of Bidders will be final and binding to us.
6. We hereby undertake and confirm that I/ we have understood the scope of work properly and shall carry out the work as mentioned in this RFP.

Date:

Place:

Signature of authorized representative
(Full Name and Designation)
Company's Seal

ANNEXURE – 3

Description of Real estate Asset of Jaypee Infratech Limited

Comprehensive Contractor all risk policy for the (A) Projects Under Development and (B) SLD Units

Project Name	Category	Launch Date	* Cost incurred up to March 2021 for projects under development (INR Crores)	**Cost incurred on SLD Units (INR Crores)	***Balance Cost to Complete (INR Crores)	Time to complete (months)
Noida						
KUBE	Residential	Sep-10	254	-	502	29
Krecent Homes (KRH)	Residential	Sep-10	731	-	1,084	40
Orchard (OC)	Residential	Feb-11	442	-	943	36
Kensington Boulevard (KBA)	Residential	Jul-09	532	88	454	22
Kensington Park Heights & Apartments (KPH & KPA)	Residential	Feb-10	639	-	273	13
Klassic	Residential	Feb-10	751	760	198	15
Kosmos	Residential	May-09	971	922	326	14
Kingswood Oriental	Villa	Jun-10	31	13	21	12
Aman	Residential	May-09	388	687	88	6
Garden Isles	Residential	Jun-11	649	-	1,268	40
Kasa Isles	Residential	Nov-09	521	-	362	19
Pebble Court	Residential	May-11	73	-	70	10
Total			5,982	2,470	5,589	
Projected cost expenditure to be incurred for the period April 2021 to August 2022			350			
Grand Total			6,332			

* the above cost excludes land cost, IIDC Cost, cost incurred on SLD Units and finance cost
 ** SLD Units are units in which units have been transferred to home buyers by execution of sub-lease deed
 *** Balance cost to complete includes the projected cost expenditure for the period April 2021 to August 2022 of INR 350 Crores.

Coverage, Terms & Conditions for the proposed insurance policy

The coverage for physical loss or damage to property is on an "All Risks" basis, i.e. the policy to insure against damage to property in the course of construction by all sudden, accidental and unforeseen causes including but not limited to Fire and similar perils, Earthquake, Storm, Tempest, Flood inundation, hailstorm, cyclone and other accidental damages / additional covers / extensions as per good market standard at the project site.

This insurance to cover works brought on to the site for the purposes of the contract as well as temporary works erected or constructed on-site.

Comprehensive Contractor All Risk Policy is being envisaged to insure the construction cost incurred on projects under development as well as the units which have been transferred to their respective allottees vide execution of a sub-lease deed as such units in which sub-lease deed have been executed form part of towers and projects which are still under development.

Minimum DE-5 amounting to INR 30 Crores Cover is required in the policy.

As per clause 18.2 of the maintenance agreement dated May 1, 2009 between Jaypee Infratech Limited and Jaiprakash Associates Limited, *“The developer shall maintain the Insurance cover till its obligations under the agreement are over.”*

Accordingly, it is proposed that the insurance cover is taken on behalf of allottees where sub-lease deed is already executed. However, the bidder must comply with the latest applicable IRDA regulations and guidelines while offering the cover for units where sub-lease deed is executed.

— Deductible should be

Excess Normal perils: 5% of the claim amount subject to a min, of INR 2,50,000/-

Excess AOG Major/Collapse Perils: 10% of the claim amount subject to a min, of INR 10,00,000/-

Excess for design defect: 10% of the claim amount subject to a min, of INR 50,00,000/-

— Claim History

S.No.	Year	Amount Claimed	Amount Received
1	2015-16	-	-
2	2016-17	-	-
3	2017-18	-	-
4	2018-19	-	-
5	2019-20	20.79 Lakh	5.32 Lakh (Balance in process)
6	2020-21	-	-

ANNEXURE – 4
Format for sending pre-bid queries

Ref: RFP Notification << >>
Name of the bidder:
Contact address of the bidder:

<u>S.no</u>	<u>Section number</u>	<u>Page number</u>	<u>Query</u>

ANNEXURE – 5

Acceptance to Terms & Conditions
(Letter to JIL on the Bidder's letterhead)

To

The Insolvency Resolution Professional
Jaypee Infratech Limited
Sector 128, Noida – 201304
Uttar Pradesh, India

Dear Madam/Sir,

Subject: RFP –

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer, as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information.

We understand that JIL is not bound to accept the offer either in part or in full and that JIL has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,
Authorized Signatories
(Name & Designation, seal of the firm)
Date:

ANNEXURE – 6

Non-Disclosure Agreement

WHEREAS, we, _____ having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offering warranty Support to JIL, having its Head Office at Noida.

WHEREAS, the COMPANY understands that the information regarding Expressway, Provided by JIL in their Request for Proposal is confidential and/or proprietary to JIL
and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said Management Solution and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on JIL's properties and/or have access to certain plans, documents, approvals or information of JIL; NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce JIL to grant the COMPANY specific access to JIL's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to JIL, unless the COMPANY has first obtained JIL's written Authorization to do so.

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by JIL or prepared or produced by the COMPANY for the purpose of submitting the offer to JIL for the said Management Solution, will not be disclosed to during or subsequent to submission of the offer to JIL, to anyone outside JIL.

The COMPANY shall not, without JIL's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of JIL in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to JIL and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorized Signatory Name:

Designation:

Company Stamp:

Place & Date

ANNEXURE – 7

**Financial Proposal
Description of Real estate Assets of Jaypee Infratech Limited**

A. Comprehensive Contractor all risk policy for the Projects Under Development

Project Name	Category	Launch Date	*Cost incurred up to March 2021 for projects under development(INR Crores)	***Balance Cost to Complete (INR Crores)	Premium Value	GST	Premium Including GST
Noida							
KUBE	Residential	Sep-10	254	502			
Krecent Homes (KRH)	Residential	Sep-10	731	1,084			
Orchard (OC)	Residential	Feb-11	442	943			
Kensington Boulevard (KBA)	Residential	Jul-09	532	454			
Kensington Park Heights & Apartments (KPH & KPA)	Residential	Feb-10	639	273			
Klassic	Residential	Feb-10	751	198			
Kosmos	Residential	May-09	971	326			
Kingswood Oriental	Villa	Jun-10	31	21			
Aman	Residential	May-09	388	88			
Garden Isles	Residential	Jun-11	649	1,268			
Kasa Isles	Residential	Nov-09	521	362			
Pebble Court	Residential	May-11	73	70			
Total			5,982	5,589			
Projected cost expenditure to be incurred for the period April 2021 to August 2022			350				
Grand Total			6,332				

B. Comprehensive Contractor all risk policy for units in which Sub-Lease Deed (SLD) has been executed with home buyers

Sl. No.	Project	**Cost incurred on SLD Units (INR Crores)	Premium Value	GST	Premium Including GST
Noida					
1	Klassic	760			
2	Kosmos	922			
3	Kensington Boulevard: Apartments	88			
4	Kingwood Oriental	13			
5	Aman	687			
Total		2,470			

* the above cost excludes land cost, IIDC Cost, cost incurred on SLD Units and finance cost

** SLD Units are units in which units have been transferred to home buyers by execution of sub-lease deed

*** Balance cost to complete includes the projected cost expenditure for the period April 2021 to August 2022 of INR 350 Crores.

ANNEXURE – 8

Experience of insuring risks in the similar risks

Name of the Insured	Nature of Risk	Policy Period	Sum Insured (Rs Crores)	Bidder's Share