

## **TENDER SPECIFICATION**

Ref: BHEL/PSSR/SAS/SCT/T-18/2021-22

Date: 10.08.2021

**Arranging Insurance Policy (SCE/Erection All Risks including Intra site transit from Storage yard to work front ) for Dismantling of existing RH rear coils,Erection and commissioning of new RH rear Coils along with connected accessories with steam blowing activities (Incl.anticipated pre,post shutdown activities and S/D phase gap) at KPCL- Raichur TPS-U#4 (210 MW)**

**DUE DATE FOR SUBMISSION: 10.00 Hrs. – 20.08.2021**

### **VOLUME-1 TECHNICAL BID**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Government of India Undertaking)  
Power Sector – Southern Region  
Services After Sales Division - , Ek Tara Building  
39, Sarojini Devi Road, Secunderabad-500 003.

# NOTICE INVITING TENDER (NIT)

## Submission only through E-Procurement Portal

<https://eprocurebhel.co.in>

**Note: Bidder may download Tender Documents from web sites**

To

Dear Sir / Madam

### Sub: NOTICE INVITING TENDER

Online Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned below) **through E-Procurement Portal <https://eprocurebhel.co.in> only**, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

#### 1.0 Salient Features of NIT

Sl. No	ISSUE	DESCRIPTION	
i	TENDER NUMBER	<b>BHEL/PSSR/SAS/SCT/T-18/2021-22</b>	<b>Date:10.08.2021</b>
ii	BROAD SCOPE OF JOB	<b>Arranging Insurance Policy (SCE/Erection All Risks including Intra site transit from Storage yard to work front ) for Dismantling of existing RH rear coils,Erection and commissioning of new RH rear Coils along with connected accessories with steam blowing activities (Incl.anticipated pre,post shutdown activities and S/D phase gap) at KPCL- Raichur TPS-U#4 (210 MW)</b>	
iii	DETAILS OF TENDER DOCUMENT		
A	VOLUME-1 (Technical Bid)	1. NIT, Conditions of contract and Annexures	Applicable
B	VOLUME-2 (Price Bid)	1. Price Bid	Applicable
iv	Issue of Tender Documents	1. This is an E-tender floated online through our E-Procurement Portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> 2. Download Start: 10.08.2021	Applicable
v	Due Date & Time of Offer Submission	<b>Date : 20.08.2021, Time : 10:00 Hrs</b> The bidder should submit their offer online in e-Procurement portal at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> Offers are invited in two-parts only. Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.	Applicable

		Hard copy bid or bids through E-mail / fax shall not be accepted.	
vi	Opening of Tender	<p><b>Date : 20.08.2021, Time :16:00 Hrs</b></p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	EMD Amount		Not Applicable
viii	Last Date For Seeking Clarification	<p>Bidders may submit their queries at least 3 days before the scheduled due date of offer submission along with soft version also, addressing to undersigned &amp; to others as per contact address of Tender issuing department given below:</p> <p>For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.</p>	Applicable
ix	Reverse Auction	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> on “supplier registration page”) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.</p> <p>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p>	Applicable
x	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and not in the</p>	Applicable

		newspapers. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	
xi	Tender issuing department contact details	Routine correspondences regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued shall be posted in <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> . Any other queries may be addressed directly to the tender issuing department as mentioned below: 1. Shri.MVN Rambabu Mobile: 9533099966 E-mail: <a href="mailto:mvnrambabu@bhel.in">mvnrambabu@bhel.in</a>  2. Shri. N Jaya Sankar Phone: 040 27702905 Mobile: 9441300814 E-mail: <a href="mailto:njs@bhel.in">njs@bhel.in</a>	
xii	PRE QUALIFICATION CRITERIA (TECHNICAL)	Insurance companies shall be registered with IRDA and having business dealings in the last five years as on 31.03.2021.  After satisfactory fulfillment of all the above criteria, offer shall be CONSIDERED for further evaluation as per NIT and all other terms of the tender.	Applicable
xiii	PRE QUALIFICATION CRITERIA (Financial)		Not Applicable
xiv	INTEGRITY PACT		Not Applicable
xv	ORDER OF PRECEDENCE	In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:  1. Amendments/Clarifications/Corrigenda /Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL 2. Notice Inviting Tender (NIT) 3. Price Schedule 4. Conditions of contract	Applicable
xiv	Evaluation currency	INDIAN RUPEES (INR)	Applicable

2.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement portal <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement

portal at <https://eprocurebhel.co.in>. Hard copy bid or bids through email/fax shall not be accepted.

### **Documents Comprising the e-Tender**

The tender shall be submitted online as mentioned below:

#### **a. Technical Tender (UN priced Tender)**

All Technical details (as mentioned below) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

i. Technical Bid (without indicating any prices).

#### **b. Price Bid:**

i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.

ii. The price should be quoted for the accounting unit indicated in the e-tender document.

iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.

iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

#### **DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.

#### **Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &

## 2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)

BHEL has finalized the e-procurement service Provider-:

NIC PORTAL (<https://eprocurebhel.co.in>)

For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING: -

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: [support-eproc@nic.in](mailto:support-eproc@nic.in)

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the eprocurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

Sl. No.	Name	Website Link
1	(n) Code solutions	<a href="https://www.ncodesolutions.com/">https://www.ncodesolutions.com/</a>
2	e-Mudhra	<a href="https://www.e-mudhra.com/">https://www.e-mudhra.com/</a>
3	Safescrypt	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>

### 3.0 **DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING in E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> SHALL BE AS DETAILED BELOW:**

Sl.No	Description	Remarks
	Techno-Commercial Bid CONTAINING THE FOLLOWING:-	
i	Covering letter / Offer forwarding letter of Tenderer.	Refer "Bidders Manual Kit" available at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> .
ii	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.	
iii	NIT document and Un-priced price bid (price bid without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item) Annexure-VII	
iv	Declaration by bidder for price	

	opening through Reverse Auction.	
v	Declaration by bidder regarding NIL Insolvency proceedings.	
vi	Supporting documents of IRDA Registration	
vii	Deviation Statement – Annexure I. Deviations, if any, are to be mentioned in the deviation statement only. The deviations mentioned elsewhere in the techno-commercial bid or the Price bid shall not be considered by BHEL.	
viii	Declaration sheet – Annexure II	
Ix	Certificate of Declaration for Confirmation of IRDA / TAC guidelines – Annexure III	
x	Declaration – Annexure IV	
xi	List of Internationally accepted exclusions – Annexure V	
xii	Discount in Premium beyond Policy period – Annexure VI	
xiii	Supporting documents of business dealings in last Five years	
xiv	PAN NO & Photo Copy of PAN CARD.	
xv	Photo Copy of GSTN Registration Certificate.	
xvi	Bank Account Details for E-Payment	
xvii	Valid Power of Attorney.	
xviii	Any other details preferred by bidder with proper indexing.	

**Caution to Bidders: -**

The duly signed & stamped copies of NIT document along with Scope of works, specific conditions, HSE PLAN FOR SITE OPERATIONS BY BHEL'S SUBCONTRACTORS and GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB] and Un-priced price bid are to be attached under the form Techno-commercial Bid. For any further queries, Refer "Bidders Manual Kit" available at <https://eprocurebhel.co.in>.

Sl.No	Description	Remarks
i	Price/ Total Amount corresponding to the total works as specified shall be quoted in the format named 'PRICE BID. Format to quote Total Amount' available in e-Procurement portal under 'Packet details -> Tender covers -> Finance '(Cover Type Description – Price Bid).	Refer "Bidders Manual Kit" available at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> .

	Bidders to note that total amount quoted by the bidder in this format shall be considered for evaluation of offer.	
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**SPECIAL NOTE:**

- i) All documents / annexures submitted with the offer shall be properly attached / entered / uploaded in the respective sections. BHEL shall not be responsible for any missing documents.
- ii) Your offer & documents submitted along with offer shall be signed & stamped in each page/digitally signed on cover page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- 4.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 5.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 6.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by bidder must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 7.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 8.0 Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
- 9.0 Bid should be free from correction, over writings using any interlineation, cutting or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 10.0 **Total price:**
- Price to be quoted in the enclosed Price Schedule Format.
  - GST REGISTRATION NUMBER TO BE QUOTED SEPARATELY BELOW THE TOTAL PRICE.

➤ Prices quoted will be taken as the TOTAL PRICE FOR CARRYING OUT THE ENTIRE WORK AS PER THE SCOPE OF WORK SPECIFIED AND ALL THE RELEVANT DETAILS FURNISHED IN THIS TENDER.

10.1 The rates offered shall be firm inclusive of everything and no variation will be allowed whether in cost of labour or any other factor affecting the price of the contract.

10.2 BHEL does not bind itself to accept the lowest tender. BHEL reserves the right to accept or reject the lowest or any other tender without assigning any reason and the work may be allotted to one or more than one contractors.

10.3 Incomplete price bid is liable to be rejected.

#### 11.0 **Policy Period for this Contract:**

11.1 02 months from the date of commencement of work/from the date of first instalment premium payment

#### 12.0 **TAXES AND DUTIES**

##### 12.1 **All taxes and duty other than GST & Cess and BOCW Cess**

The successful bidder shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tolls, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

##### 12.2 **Goods and service Tax (GST) & Cess**

Bidder's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Successful bidder shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

Agency shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details as per Clause 15.0.

GST charged in the tax invoice/debit note/revised tax invoice by the successful bidder shall be released separately to the successful bidder only after successful bidder files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the successful bidder and has paid the GST at the time of filing the monthly return.

In case BHEL has to incur any liability (like interest etc.) due to denial/reversal of input tax credit in respect of the invoice submitted by the successful bidder, for the reasons attributable to the successful bidder, the same shall be recovered from the successful bidder.

In case BHEL is deprived of the Input tax credit due to any reason attributable to successful bidder, the same shall not be paid to the successful bidder. Tax invoice/debit Note/revised tax invoice shall contain the particulars as prescribed in GST law.

TDS under GST is applicable and shall be deducted at prevailing rates on gross invoice value from the running bills. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the successful bidder only.

### 12.3 **Statutory Variations**

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

### 12.4 **Modalities of Tax Incidence on BHEL:**

Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.

The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

### 12.5 **Direct Tax**

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

### 13.0 **Invoice submission:**

13.1 The bills are to be submitted to

**BHEL PSSR,  
39, EK TARA BUILDING,  
SD ROAD, SECUNDERABAD,  
Hyderabad, Telangana 500003**

**BHEL GST Registration No is : 36AAACB4146P1ZG.**

14.0 In case of doubt, clarification or ambiguity, decision of BHEL will be final.

15.0 No part of the contract shall be sublet without written permission of BHEL/SAS nor shall transfer be made by power of attorney authorizing others to receive the payment on behalf of the bidder.

**16.0 Integrity commitment, performance of the contract and punitive action thereof:**

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

b) Commitment by Bidder/ Supplier/ Contractor:

i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/ or under applicable legal provisions.

17.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

18.0 The bidder may have to produce original document for verification if so decided by BHEL.

19.0 "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

**20.0 Suspension of business dealings**

“BHEL reserves the right to take action against contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time displayed on BHEL website <http://www.bhel.com>”.

**21.0 *The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno- Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL’s decision in this regard shall be final & binding.***

22.0 “For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.

Duly filled & signed Form (Declaration regarding minimum local content in line with revised public procurement (preference to Make In India), order 2017), as applicable, to be submitted by bidders along with their techno-commercial offer.

**23.0 *Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ is available on [www.bhel.com](http://www.bhel.com) on “supplier registration page”.***

**24.0 *BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.***

**For and on behalf of BHEL,**

**Sd/-**

**(N Jaya Sankar)  
DGM /SCT**

## **PROJECT INFORMATION**

### **Salient features of the Project site:**

**Raichur Thermal Power Station (RTPS)** is a coal-fired electric power station located at Yadlapur D(Shaktinagar) in the Raichur district of the state of Karnataka, India. It is operated by the Karnataka Power Corporation Limited (KPCL) and was the first thermal power plant to be set up in the state.[1][2] The power station was commissioned during various periods from 1985 and it accounts for about 70% of the total electricity generated in Karnataka.

The customer has entrusted the work of “**Dismantling of existing RH coils (rear), Erection, Testing and Commissioning of new RH coils alongwith connected accessories with steam blowing activities** “ in Unit #4 (210MW) of RTPS to BHEL.



1. **Site location:** Raichur district, Karnataka.

### 2. **Approach:**

- ✓ Roads: About 18KM from Raichur town.
- ✓ Rail: Nearest Railway Station is Krishna Railway Station.
- ✓ Air: Nearest Major Airport is Hyderabad (about 275KM)

- 3. **Nearest Airport** : Hyderabad.
- 4. **Seismic data** : Zone -II
- 5. **Capacity** : 210 MW
- 6. **Primary Fuel** : Coal

The tenderers are however, advised to acquaint themselves with the site conditions, before submitting their offer. No complaints whatsoever, on account of non-familiarization with the site conditions, will be entertained.

BHEL is awarded a contract for **“Dismantling of existing RH coils (rear), Erection, Testing and Commissioning of new RH coils alongwith connected accessories with steam blowing activities”**.

For completion of the work, BHEL engages sub-contractors of high competence level and proven capability. Selection of major sub-contractor is done with a stringent system involving BHEL’s client. All construction activities are carried out strictly in accordance with Service quality plan approved by BHEL. Client is also very actively involved during execution of the work at site with the well-experienced team of BHEL specialists.

As a result of consistent good practices and being an ISO 9000 (Quality Mgmt system), ISO 14001 (Environmental Mgmt system) and OHSAS 18001 (Occupational Health & Safety system) certified organisation, BHEL has achieved remarkable result in this field and also committed to achieve better in times to come.

#### **SCOPE OF WORK BY BHEL:**

1. The complete scope of work under the contract is **“Arranging insurance policy (SCE/Erection all risks including intra site transit from Storage yard to work front) ”** for **“Dismantling existing RH coils (rear), Erection and Commissioning of new RH coils alongwith connected accessories with steam blowing activities at U#4 Boiler, Raichur TPS, Karnataka.**

#### **2. WORKS DETAILS:**

<b>Sl.No</b>	<b>Scope of work as per the work order received from Customer(KPCL)</b>	<b>Tentative Unit shut down Dates for carrying the said works</b>
1	Dismantling existing RH coils (rear) Erection and Commissioning of new RH coils alongwith connected accessories with steam blowing activities.	(August/September)-2021.

**Note:Existing RH Coils that are dismantled will be considered as scrap only.**

## SECTION - I

### GENERAL INSTRUCTIONS TO TENDERERS

1. This tender, shall be duly signed (preferably digital) & stamped on each page and to be uploaded in the e-procurement portal.
2. Tender Opening is through E-Procurement portal.
3. The tenders submitted in E-Procurement portal after the Due Date and time of Submission are liable to be rejected.
4. Tenders shall be opened at the time and date as specified in NIT.
5. The Underwriters shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting. Only such clarifications that are issued after discussions on technical deviations and which affect the tender stipulations in a substantial manner will be made known to rest of the tenderer before opening the bid. **Bidders may contact us before scheduled opening of the Price Bid to find out whether any clarifications have been issued or not, so as to eliminate chances of the same having not reached the right person/ office despite their dispatch by us.**
6. Underwriters must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification, failing which tender is liable to be rejected.
7. The bidders shall quote the rates both in English words as well as in Figures.
  - a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.
8. All corrections and insertions shall be duly counter-signed by the authorized signatory of the underwriter.

9. The underwriter will not change the dealing office without prior approval of BHEL.
10. **Documents to be submitted by the successful bidder:** In addition to other requisite documents, the following will also be submitted by the successful bidder.
- (i) Sets of claim forms for various covers viz. Theft, Erection claims in adequate number.
  - (ii) Sets of documents needed for settlement of each type of Claim
  - (iii) Nomination of offices/representatives from Secunderabad and the site location who will attend to the requirements of respective offices, reply to all the queries and coordinate with the serving office/ officials.
11. The terms and conditions regarding Cancellation of Policy and its Consequences shall be in line with the IRDA Guidelines / TAC governed Policy wordings. All provisions in the Tariff in this regard will be applicable.
12. The selected Underwriter will be liable to meet all requirements of the Regulator (IRDA) inclusive of penalties / payment of difference in premium arising out of violations (if any), committed by the Underwriter prior to / during / after the commencement / expiry of coverage of risk under this Policy and BHEL in no way will be responsible for such violations.
13. **Validity of offer:**
- THE OFFER SUBMITTED BY THE UNDERWRITER SHALL BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF SIX MONTHS FROM THE DATE OF OPENING OF TECHNO-COMMERCIAL BID.** In case we call party(ies) for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the Tenderers unless otherwise agreed upon.
14. **FORMATION OF CONTRACT**
- All the documents issued by BHEL as well as accepted by it upto the stage of premium payment will form part of the contract. Some of the examples are: Tender Document, Techno-Commercial/ Price Bid, MOM, MOU, Deviation Statement etc
15. BHEL will not be bound by any Power of Attorney granted by the Underwriter or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of Attorney and changes at its discretion proper legal advice.
16. If the Underwriter gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded. The MOU which will be evolved out of the documents exchanged is from tender to expression of intent will be required to be signed within 3 days of LOI. The Policy document complete with endorsement etc will be made available to the site and Nagpur office within a week of issuance of cheque, as submission of insurance policy is a pre-requisite of the payment by the customer.

17. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Underwriter who resorts to canvassing are liable to be rejected.

18. **MODE OF PAYMENT OF PREMIUM INSTALMENT**

BHEL will pay the premium as per market conventions. The premium installments, if any, except the first one which shall be paid by this office, will be paid by **BHEL - PSSR-SAS-Secunderabad**, Insurer shall send Bill/ notice for payment of premium installments at least 30 days before the Installment due date. BHEL shall inform insurer telephonically to depute their representative to collect the cheque from concerned officials of BHEL. In case Insurer fails to collect premium on or before due date the same will be dispatched through Registered Post on due date. BHEL shall not take any responsibility for late receipt of cheque sent through post. *BHEL reserves the right to make payment electronically through ECS / RTGS.*

19. Rights of BHEL: BHEL reserves to itself the following rights in respect of this proposal / contract without entitling the insurer to any compensation. In case, due to any of the reasons / causes mentioned below, BHEL decides to cancel the Policy, the consequences for the same shall be as per Clause 11.

19.1 If the Underwriter gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded.

19.2 To short close/ terminate the policy after due notice in the event of claims not getting settled in time/ Service not being rendered to BHEL's satisfaction.

19.3 To get the policy serviced through another Insurance Co. in the event of poor servicing of the policy.

19.4 All the works shall be carried out under the directions and to the satisfaction of BHEL.

19.5 If the services of the division / branch of the Insurance Company selected are found to be deficient, BHEL reserves the right to change the division/ branch of insurance company during the cover period.

19.6 In case a particular branch of the underwriter fails to give service to the entire satisfaction of the unit concerned, the coordinating office of the underwriter in SAS-Secunderabad will serve the unit directly. If this arrangement does not work to BHEL's satisfaction, the policy will be shifted to another underwriter of BHEL's choice.

19.7 The acceptance or non-acceptance of tender will entirely rest at the sole discretion of BHEL and does not bind BHEL to accept the lowest tender or any other tender and to reject any or all of the tenders without assigning any reasons whatsoever. The decision of BHEL in this regard shall be final.

- 19.8 Those Insurance Cos. with whom litigation / arbitration are going on or with whom BHEL is having unresolved disputes for settlement of genuine claims may not be considered at the sole discretion of BHEL for award of any fresh job till resolution of the same and the decision of BHEL in this regard shall be final and binding on all bidders.
20. BHEL shall be issuing enquiry to insurance company and all dealings prior to award and after award policy will be only with underwriter directly. No broker/agent will be allowed.

21. **ARBITRATION**

- 21.1 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for disputes related to the quantum of the claim. All disputes, related to the quantum of claim, between the parties to the contract arising out of or in relation to the contract other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party be referred to sole arbitration of the General Manager or his nominee. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator has earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official outlet had expressed on all or any of the matters in dispute or difference.
- 21.2 In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
- 21.3 The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.
- 21.4 Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
- 21.5 All the above clauses will apply to the extent and in the manner that is commensurate with the Arbitration Act.

22. **Permanent Machinery of Arbitrators (Applicable to PSU Bidders only)**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The

award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

23. **Fraud Prevention:** The bidder along with its associates/ collaborators/ sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

24. **Shifting of Policy:**

In the event of insured shifting his office from the present location of Secunderabad/Delhi/Chennai to other place due to any reasons, the policy will be shifted to the Divisional Office of Insured's new location by mutual agreement.

The underwriter will not change the dealing office without prior approval of BHEL.

25. **Responsibility for re-insurance arrangement**

It will be the responsibility of Tenderer to go for suitable re-insurance arrangement. It is mandatory on the part of insurer to furnish the details of re-insurance arrangement.

However, for all purposes, the Tenderer shall deal only with insured parties who shall be responsible for this insurance as a whole. Re-insurance is to be done with GIC in India and/or A+ rated international re-insurers.

26. **PARTIES WHOSE INTERESTS ARE INSURED**

(FOR EAR/SCE & THIRD PARTY LIABILITY POLICY COVERS)

1. **Principal Beneficiary: KARNATAKA POWER CORPORATION LIMITED,  
Raichur Thermal Power Station,  
Shaktinagar-584170-Dist.Raichur,  
Tel.No.08532-246125.**

2. **Executing Agencies** **M/s. Bharat Heavy Electricals Ltd.  
Power Sector Southern Region  
Services After Sales, 39, Ek Tara Building, S.D.Road  
Secunderabad-500003. TELANGANA**

AND

**THEIR SUB-CONTRACTORS/ Vendors/BHEL Units**

## **SECTION - II**

### **GENERAL TERMS AND CONDITIONS**

- 1.0 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 1.1 **BHEL /INSURED** shall mean **Bharat Heavy Electricals Limited**, a Company registered under the Indian Companies Act.1956,with its Registered Office at BHEL HOUSE,SIRI FORT, NEW DELHI-110049 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 1.2 '**GENERAL MANAGER**' shall mean the Officer in Administrative charge of the Project for which insurance is being arranged.
- 1.3 '**ENGINEER or ENGINEER-IN-CHARGE**' shall mean Engineer deputed by BHEL. The terms includes Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at Head Office.
- 1.4 '**SITE**' shall mean the place or places at which the plants/equipment are to be erected and services are to be performed and '**UNIT**' shall mean BHEL manufacturing units and their vendors supplying the plant / material to site as per the specifications of this Tender.
- 1.5 '**CLIENTS OF BHEL**' or '**CUSTOMER**' shall mean the respective project authorities to whom BHEL is rendering supply, erection and commissioning the equipment/services.
- 1.6 '**Insurer / Bidders / Tenderers / Underwriters**' shall mean the company who submits the tender and enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 1.7 '**CONTRACT or CONTRACT DOCUMENT**' shall mean and include the policy, the work order, the accepted appendices of rates, Instruction to tenders , General Conditions of Contract. Special conditions of contract and the Letter of Intent / Acceptance letter issued by BHEL. Any conditions or terms stipulated by the Underwriter. In the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL.
- 1.8 '**GENERAL CONDITIONS OF CONTRACT**' shall mean the 'Instructions to Tenderers 'and 'General Conditions of Contract' pertaining to the work detailed.
- 1.9 '**TENDER SPECIFICATIONS**' shall mean the Special Conditions, Technical Specifications, appendices and Site information pertaining to the work for which the Underwriters are required to submit their offers. Individual Specifications Number will be assigned to each tender specifications.

- 1.10 **'TENDER DOCUMENTS'** shall mean the General Conditions of contract (clause no.1.8 above) and Tender Specifications (clause no.1.9 above).
- 1.11 **'LETTER OF INTENT'** shall mean the intimation by a letter / fax / Email to the Underwriter that the tender has been accepted in accordance with provisions contained in the letter. The responsibilities of the Underwriter commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.12 **'COMPLETION TIME'** shall mean the policy period by date specified in the Letter of Intent or date mutually agreed upon for handling the policy and found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
- 1.13 **'PLANT'** shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- 1.14 **'EQUIPMENT'** shall mean all equipment, Machineries, Materials, Structural, electrical and other components of the plant covered by the Contract.
- 1.15 **'PRE-COMMISSIONING', 'COMMISSIONING' & 'TESTING'** shall mean and include such test or tests to be carried out by BHEL or their subcontractor as considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the erected equipment.
- 1.16 **'APPROVED', 'DIRECTED' or 'INSTRUCTED'** shall mean approved, directed or instructed by BHEL.
- 1.17 **'WORK' OR 'CONTRACT WORK'** shall mean and include rendering of all categories of services required for complete and satisfactory settlement of claims arising during inland transportation, further site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL/ Customer.
- 1.18 **'SUB-CONTRACTOR'** shall mean the agency/agencies appointed by BHEL/PSSR/SAS for Handling at Site, Storage, Assembly, Erection and Commissioning of the equipment at site.
- 1.19 **'CLAIM'** shall mean intimation of loss communicated to the Insurer verbally / telephonically followed by written communication.
- 1.20 **'SURVEYOR'** shall mean, the Independent Loss Assessor appointed by the Insurer with the consent of Insured to assess the loss within the frame work of MOU and policy document only. Insurer has to provide a Panel of Surveyors with their credentials to BHEL for approval after placement of order on them.
- 1.21 **'SINGULAR' and 'PLURAL'** etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words imparting masculine

gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body of Individuals, where incorporated or not.

1.22 **'HEADINGS'** The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

1.23 **'MONTH'** shall mean calendar month.

1.24 **'WRITING'** shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

1.25 **'FIRM ESTIMATES'** shall mean the estimates provided by BHEL after a thorough review of damage and the work involved in bringing the goods / Plant / Machinery / equipment / other materials and consumables in its original condition as it was just prior to the accident/mishap.

## 2.0 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

2.1 The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

## 3.0 **ISSUE OF NOTICE**

3.1 The Underwriters shall furnish to the Engineer, the name, designation and address of his authorized agent. All complaints, notices, communications and references shall be deemed to have been duly given to the Underwriters, if delivered to the underwriter or his authorized agent or left at or posted to the address either of the underwriter or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

## 4.0 **USE OF LAND**

4.1 No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Underwriter without the written permission of BHEL.

## 5.0 **UNDERTAKING**

5.1 The successful tenderer(s) will be required to give an undertaking that all the pending claims with full documentation of entire BHEL Divisions will be settled/disposed off within 3 months period from the date of award of this policy.

5.2 Further, the tenderer will have to give an undertaking to settle all the claims of BHEL pending for more than 3 months within 15 days.

### SECTION III

#### SPECIAL CONDITIONS OF CONTRACT

##### 1.0 OVERALL SCOPE OF THE POLICIES:

Scope of these specifications cover issuance and servicing of

##### 1. SCE/ERECTION ALL RISKS INCLUDING INTRASITE TRANSIT FROM STORAGE YARD TO WORK FRONT.

The above policy shall be for providing Cover on "**ERECTION ALL RISKS**" basis in the best interest of "insured" (**BHEL**) against physical loss or damage to the subject plant and machinery insured in consideration of premium paid, thereby protect the "Insured" (BHEL) by providing indemnity or make good of the loss in monetary terms against all uncertain contingencies.

This cover i.e. Storage cum Erection Coverage/EAR Cover including intrasite transit from Storage yard to work front can be arranged in the joint names of KPCL, Raichur TPS, and BHEL – PSSR/SAS covering interests and risks of KPCL as the principal, BHEL - PSSR as the Contractor and including all the sub-contractors employed by BHEL during Boiler duct replacement job (incl.materials).

The scope of work to be executed by BHEL – PSSR/SAS is indicated elsewhere in the tender enquiry.

The risk Coverage under the policies so issued by the "Underwriter" shall be applicable from the moment goods / consignments are lifted, mechanically or manually, from anywhere in India, for loading onto the transport (all modes included) and remain in force during transit up to the site of dismantling or goods / consignments are taken for the purpose of assembly, erection, testing and commissioning (Incl. handling during receipt at storage to be covered) and until completion of erection, testing, commissioning and initial operation of all connected systems in respect of equipment covered. Basically "Erection All Risks" arising out of the following perils shall deem to have been covered under the policy.

The risk Coverage under the policies so issued by the "Underwriter" shall remain in force during transit up to the site of erection, storage at site, handling/shifting of goods/consignments for the purpose of assembly, erection, testing and commissioning and until completion of erection, testing, commissioning and initial operation of all connected systems in respect of equipment covered and during extended warranty period. Basically "All Risks" arising out of the following perils shall deem to have been covered under the policy.

In brief but not limited to, the following shall be covered under the policy.

**Location Risks:** such as Fire, Lightning, Theft, Burglary, Pilferage, Short delivery, Non delivery, Breakage etc.

**Handling Risks:** such as Impact of falling objects, Intrasite movement, Collision, failure of cranes, Denting, Bending, Tearing, Bursting etc. whether caused by BHEL itself, its sub-contractors, customers or other parties.

**Operation/Maintenance:** such as Failure of safety devices, Leakage of electricity or water, Insulation failures, short circuits, Tearing apart on account of centrifugal forces, entry of foreign material/substances, explosion, fire while carrying out welding / gas cutting, damage to plant & equipment under erection and surrounding properties of the owner etc.

**Risks of Human:** such as Carelessness, Negligence (excluding wilful negligence), Faults in Element Erection, RSMD (Riot, Strike, Malicious Damage), SRCC (strike, riots, civil commotion) etc.

**Acts of God:** such as Storm, Flood, Tempest, Hurricane, Inundation, Subsidence, Land slide, Rock slide, Earthquake.

### **1.1 BASIS OF SUM INSURED :**

The "Sum to be insured" is the value of the goods / Plant / Machinery / equipment / other materials and consumables dispatched from BHEL Units / Divisions and their Vendors/suppliers in India and abroad at the time and condition it was just prior to the accident/Mishap. It is the duty of the "underwriter" to put back the "insured" (BHEL) in the same position as was prior to the accident/ mishap.

#### **1.1 a.)SCE/ERECTION ALL RISKS INCLUDING INTRASITE TRANSIT FROM STORAGE YARD TO WORKFRONT**

**100%** of Ex-works value inclusive of taxes & duties plus packing & forwarding, freight plus all other expenses plus cost of storage, erection and testing which, inter-alia, includes:

- Erection, Testing and Commissioning Charges including SCE/EAR ALL RISKS Insurance, including intrasite transit from storage yard to work front and other incidental services by Vendors and BHEL Units/ divisions.
- Commissioning as per the contract clause.
- Testing period
- Enabling facilities like temporary lighting, Construction Power Distribution Network and construction water etc.
- Miscellaneous Erection and testing expenses.
- Cost of material handling at site.
- Cost of contingencies such as requirement of foreign experts at site in case of damage/ loss to connected plants.
- Cost of lubricants, consumables.
- Supervision charges for BHEL engineers.

➤ Free Issue Materials

Should there be any act of "addition" or "omission" of the factors on the part of the "insured" which in the opinion or in view of the "underwriter" is "not required" or "required to be accounted for" the same shall be brought to the notice of the "insured" before Submission of Offer to enable BHEL clarify the matter, failing which BHEL will not accept rejection/ short settlement of claim.

1.1 b) Escalation required under the Storage Cum Erection/Installation all risks Policy: 10% of Sum Insured

## 1.2 **PROCEDURE FOR CLAIM SETTLEMENT**

1.2.1. The underwriter will put in place such a claim procedure that is positive prompt transparent and targets for 'zero' pendency status. Towards this end the underwriter will endeavor to educate the BHEL officials w.r.t. procedures and documentation requirement. A joint meeting between potential surveyors, underwriters and BHEL will be organized at the time and place suggested by BHEL for discussing this matter. The underwriter will take a fortnightly report from the surveyor to ensure the success of the procedure and keep BHEL posted.

1.2.2 The Insurer shall immediately depute or authorize the Insured to call a surveyor(s) from the approved panel but not later than 2 working days of receipt of intimation from the Insured in exceptional cases.

1.2.3 The surveyor shall call for all the documents in support of claim in one go but not in piece meal manner for expeditious settlement of claim, preferably at the time of visit or within 3 days thereafter.

If for any reasons BHEL does not respond/ provide all the particulars required by the surveyor, the insurer or surveyor as the case may be shall remind within 2 weeks in writing the site with a copy to their Regional Hqrs. In exceptional situations copy may be sent to this office also.

1.2.4 The surveyor shall send his findings to the Insurer within 15 days of his getting documents.

1.2.5 In case the claim is not found tenable or not settled for the claimed amount. He will seek the comments of BHEL within a week of receiving the survey report. The final view shall be taken within 15 days of receipt of reply.

In normal circumstances the claim has to be settled within 30 days from the date of first information, net of the time taken by BHEL for responding to surveyor's/ underwriter's comments.

1.2.6 In order to minimize the procedural formalities and in view of the insignificance of amount w.r.t. the project size, all the Marine claims upto Rs 20000 over and above the excess/ deductible franchise will be settled on the basis of statement signed by two officials of BHEL.

1.2.7 The insured will give required relevant document to the extent possible for settlement of claims. However, in case of non-availability of required documents Insurer will settle the claims based on the market information and engineering estimates. In short the emphasis should be on the spirit of indemnity and not on procedures.

### 1.3 **EXTRA PREMIUM:**

Underwriter to Indicate

- i. Rates for extension of Erection and Testing period. **Rates must be inclusive of Premium for Add-on covers.**

### **IMPORTANT NOTE:**

- a) The premium rates should be quoted net of discount and exclusive of GST (as applicable).
- b) No subsequent increase in premium rate during entire policy period will be allowed.

## **2.0 EXCESS/ DEDUCTIBLE**

### **FOR SCE/ERECTION ALL RISKS INCLUDING INTRASITE TRANSIT FROM STORAGE YARD TO WORKFRONT POLICY :**

- Normal Period: 5 % of the claim amount subject to a minimum of Rs. 75,000 EEL.
- Testing Period: 5% of the claim amount subject to minimum of Rs. 2,00,000 EEL.
- **Act of God Perils**  
10 % of the claim amount subject to maximum of Rs.5 Crores per event and minimum as above
- **Fire / Explosion Claims:** Minimum Excess as per Tariff.

**\*\* EEL : Each and Every Loss**

## **3.0 SELF-SURVEY LIMIT:**

For all claims this limit will be **Rs.20,000** over and above the excess applicable.

## **4.0 DOCUMENTS FOR REPLACEMENT / REPAIR COST.**

The contract price is the sale price agreed with KPCL, RAICHUR TPS for RH Coils replacement works at Raichur TPS. The cost includes production, freight, procurement, erection cost plus taxes and other expenses. The items supplied to site are billed by BHEL progressively based on notional/ pro-rata per Kg rate also

the amounts in the invoices to KPCL,Raichur TPS/Excise Gate Pass are based on such pro-rata/notional rates. In the event of a loss, replacement / repair cost will be furnished by BHEL through Cost Certificates reflecting actual cost/expenses inclusive of expenses incurred on visit of officials/ experts (including foreign experts) as well as testing charges, if any, and the supervision cost by BHEL engineers to site. The claims shall be settled on the basis of cost indicated in the Cost Certificate by concerned BHEL Units and the site office that carry out such repair/replacement.

Excise and taxes/Duties will be payable by the underwriter based on actuals, which shall include payment or reversal of the same.

## **5.0 COST OF REPAIR / RECTIFICATION OF DAMAGED ITEMS:**

It is usual that certain Repair / Rectification works arise due to damages to project materials. The required Repair/ Rectification may be carried out by BHEL or by Vendors of BHEL at their works under the supervision of BHEL Engineers.

The expenses incurred on Repair/Rectification such as Cost of Material, Cost of Labour, Other Direct Cost of Repair/Rectification, All Indirect Costs apportioned in Repair/Rectification Activity of Concerned Repair/Rectification Agency, Testing Charges, Supervision Charges of Technicians/Engineers of BHEL, etc. are to be borne by the underwriter.

For this purpose, Cost Certificate will be issued by the concerned Unit of BHEL and the same will be accepted by the underwriter without any dispute for settlement of insurance claims.

Supervision Charges at site, if applicable for Re-erection/Dismantling etc., will be paid along with the Site Overheads (which will be calculated @ 30% on Labour/Service Charges incurred on Dismantling/Re-erection Services at Site).

The supervision charges of BHEL Engineers are to be taken on Man day Rate basis less 10% as applicable for site as per prevailing Head Office/ Corporate Office circular at the time of Repair/Rectification. These Man day Rates are subject to revision every financial year. The same shall be reimbursed by underwriter in the event of insurance claim.

In certain cases, the site may call the Technicians/Engineers from Manufacturing Units/their vendors for repairs/rectification at Site. Charges for such visits of Technicians/Engineers will also be reimbursed by the underwriter.

The above said provision of Cost of Repair/Rectification will apply to damage to items at any stage i.e. transit, storage, erection, commissioning, testing and maintenance.

## **6.0 CHARGES FOR MATERIAL PROCUREMENT**

In case any of the BHEL's Region/Project Site procures any materials on behalf of supplying units for repair/replacement of damaged material from outside

BHEL, 10% incidentals over and above the procurement cost shall also be payable by the underwriter.

#### **7.0 INTEREST ON DELAYED PAYMENTS:**

7.1 The Underwriter shall settle all claims within 30 days from the date of submission of Final Claim Bill accompanied by necessary documents. List of such necessary documents shall be furnished for each type of claim by the underwriter at the time of start of the Policy. Any delay in settlement of claims beyond 30 days, shall attract a penal interest at **TWO** percent above the ruling Bank rate of interest for the period of delay (Ref. Insurance Regulatory and Development Authority Notification dated 26<sup>th</sup> April 2002)

#### **8.0 ON-ACCOUNT PAYMENTS AGAINST CLAIMS:**

In case of net claims exceeding Rs. 10 Lakhs, BHEL will request for On-Account payment. On account payment will become due on establishment of prima facie admissibility of the claim. The Underwriter shall promptly make an on-account payment on the basis of firm estimates provided by BHEL. The underwriter will ensure that the surveyor releases his recommendations for On Account Payment promptly after submission of firm estimates by BHEL and documents required for establishing the admissibility of the claim.

#### **9.0 THEFT / PILFERAGE CLAIMS:**

9.1 The security / watch and ward arrangement in the project is in the purview / scope of the owner /BHEL who has engaged his own security for the watch and ward of the project. Theft / pilferage are reported to them as per procedure. As for filing report with police is concerned, sending information to the police by registered post will be considered adequate in case FIR can not be lodged with Police. In case the final report cannot be obtained, indemnity bond will be furnished which shall be acceptable to the underwriter.

However, the complaint so lodged with the security agency for such stolen items will be with brief description of the item and other details such as weight, value and exact time of notice of loss where available shall form the basis for settlement of claims by the Underwriter.

#### **10.0 DEPUTATION OF SURVEYORS:**

10.1 Within a reasonable time from the commencement of Policy the Underwriter shall discuss and furnish the list of surveyors containing their relevant details. Normally surveyors from that list only shall be deputed. BHEL reserves the right to review the list and can ask the Underwriter - not to depute a particular surveyor in case BHEL management feels that his deputation may jeopardize company's interest.

10.2 The Underwriter shall depute the surveyor within 2 working days on receipt of the intimation of the occurrence of the accident In the event of any delay in deputation of surveyor; BHEL reserves the right to engage any other surveyor from panel at the cost of the underwriter.

10.3 In case the surveyor causes undue delay, the underwriter will have to effectively and promptly intervene to expedite the process or to change the surveyor. In case surveyor loses the documents or does not pass them to the underwriter for any reason, photocopy will be asked from BHEL and the same shall be acceptable as if these are original papers.

10.4 The underwriter shall provide a copy of the survey report to BHEL if and when asked for. The surveyor shall be advised by the underwriter to directly submit his report on the causes and ways to avoid losses in future. However, BHEL will not pay any remuneration in this behalf. Potential reduction of claim due to such analysis will help to reduce the future claims

#### **11.0 ESTABLISHMENT OF SITE OFFICE:**

Underwriter shall either establish his site office at the Project site or make available a knowledgeable authorized representative, who shall be responsible for managing the day-to-day affairs pertaining to the claims. He shall also guide BHEL and expedite the settlement of claims apart from interacting with the external agencies. He shall also act as a catalyst, organize the visit of surveyors to site timely and arrange to settle the claims expeditiously. All expenses with regard to the above will be to the account of Underwriter. The representatives should be placed at such a location that he can reach the site within a day's time of getting the call. He will also be required to go to the site regularly, periodicity of which will be decided in consultation with the site management.

#### **12.0 PROGRESS REPORTING AND REVIEW:**

The Underwriter shall submit progress reports regarding the status of claims settled & pending for settlement, premium received and the claim amount settled etc. as and when called for. Periodic progress review meetings will be held at site/HQ during which the status of all the pending claims will be discussed and action plan drawn to liquidate the pending claims. The Underwriter shall depute their senior representative to attend such meetings, who are empowered to take spot decisions in respect of settlement of claims, whenever feasible. They shall also constantly update/review their work program to match the liquidation of pending claims vis-à-vis scheduled site/contract closing program.

#### **13.0 PURCHASE PREFERENCE TO CENTRAL PUBLIC SECTOR UNDERTAKINGS:**

If applicable, purchase preference shall be given to Central Govt. PSU organizations involved in Insurance business as per the Govt. of India guidelines in this regard.

#### **14.0 CLAIM RELATED STIPULATIONS:**

INDIRECT COST ON ACCOUNT OF ADMINISTRATIVE AND FINANCING COST ON PROCUREMENT OF MATERIAL FROM VENDORS OUT SIDE BHEL:

Indirect Cost (applicable to all supply of repair parts & equipment except supply of parts & equipment from BHEL manufacturing units) will be charged on the total cost of procurement of repairs/ replacement material towards administrative and financing cost.

Underwriter may hereby note that the Erection price indicated has elements of "sum insured" inclusive of contingency and such indirect cost These are payable against all repairs/rectification claims lodged by BHEL.

The rate of such indirect cost is calculated annually by Units/Regions of BHEL based upon the last year actual expenses. A certificate from concerned Unit/Region which is procuring such material will be provided for such indirect cost. No request for other supporting documents/dispute in this regard will be entertained by BHEL at any point of time in respect of claim settlement.

## **15.0 SCE/ERECTION ALL RISKS INCLUDING INTRASITE TRANSIT FROM STORAGE YARD TO WORKFRONT POLICY**

This policy intends to cover the following:

- a) To cover all goods, plant and machinery, equipment, tooling, instruments and other materials required for project construction including items brought in and sent back for repair/ rectification/ testing by any mode from anywhere in India to the site. However, if required for fabrication/ testing etc, materials can be diverted to other locations also. **It may be noted that BHEL will wait for 48 hours for the surveyor to conduct inspection of damaged items. If the surveyor, after intimation, does not come within 48 hours, the items will be sent for repair. After that BHEL inspection report will be accepted by the surveyor/ underwriter for settling claim.**
- b) Basically "All Risks" (including loading-unloading risks, pilferage, physical loss or damage burglary, theft, Non-delivery) in the Institute Cargo Clauses – A /ITC- A. The imports will be covered for war risks also and the transit within India for SRCC.

However, the following may be noted:

- 15.1 Underwriter to ensure and confirm that the scope of cover for the Risks at site during intra-site movement, Erection & Testing are comprehensive except for a few Internationally accepted "Exclusions ". All underwriters will submit the list of these exclusions and the successful bidder will apply only those which are included in the list of all underwriters.
- 15.2 The Underwriter to indicate clearly exclusions of the Policies to avoid any dispute at a later date. In the event of any ambiguity in his proposal with regard to this aspect, the interpretation will be done to the advantage of the insured.
- 15.3 *Covers shall include all risks in the course of Intra site movement of goods from storage yard to site (work front) , Pre-assembly, Erection, Pre-commissioning,*

*Commissioning and testing as per the contract with customer Bidders can go through the relevant portion of said contract if they so wish. However, for the reason of confidentiality copy cannot be provided.*

#### **15.4 Erection Cover:**

- *All activities till Erection of complete unit & prior to commissioning with the steam shall be treated as Pre-commissioning activities & shall continue under the erection cover.*
- *In case the plant after the commissioning with the steam is under shutdown for attending to commissioning problems, the period of shutdown shall be considered as Erection period.*
- *The operation of any individual equipment /system prior to commissioning with the steam will be covered and considered as erection cover.*

#### **15.5 Testing Cover:**

BHEL is required to carry out the required test to check and prove for performance of all the items/systems/package related to turbine as well as Blower for the commissioning of the plant.

The testing, commissioning and handing over is as described below:

On completion of erection of the facilities by BHEL, thereafter, BHEL shall conduct testing and pre-commissioning for individual equipment/units and auxiliaries. As soon as all the works in respect of testing and pre-commissioning are completed to the satisfaction of customer, BHEL shall start –up and commission the facilities in accordance with provisions and terms of contract technical specification.

**15.6 DEFECT LIABILITY PERIOD:** *The Defect Liability Period shall be three (03) months from the date of completion of commissioning.*

**16.0 PERIOD OF COVER:** **The cover for Storage Cum Erection/EAR policy will start from the date of start of work/from the date of first instalment premium payment.**

#### **Commencement of the Testing Period:**

On completion of erection of the facilities by BHEL, thereafter, BHEL shall conduct testing and pre-commissioning for individual equipment/units and auxiliaries. As soon as all the works in respect of testing and pre-commissioning are completed to the satisfaction of customer, BHEL shall start –up and commission the facilities in accordance with provisions and terms of contract technical specification.

#### **17.0 PREMIUM FOR EARTHQUAKE.**

The project location falls under the Seismic Zone–II according to IS:1893 (latest). Premium, if any, is to be indicated in the price bid in the appropriate column.

#### **18.0 ADD-ON COVERS**

In addition to the add-ons that may be available for projects as per market conventions as well as the ones that bidders may offer (which may be mentioned

in the list of all add-ons available free of cost), BHEL also wishes to cover the following. The Premium, if any, for these add-on covers may be built up in the price quoted by the bidders in the price bid:

- a) Escalation provision up to 10% of the Sum Insured.
- b) Third part liability including Cross liability cover
- c) Waival of Subrogation Clause
- d) STFI (Storm, Tempest, Flood, Inundation, Hurricane, Cyclone, Typhoon and Tornado)
- e) Earthquake

### **19.0 Endorsements for Free Covers and Discounts**

The underwriter is to separately incorporate the free covers and discounts in the form of endorsement attached to the policy.

### **20.0 Other important conditions/points to be noted by the tenderers and necessarily agreed**

- 20.1 Supervision is included in the sum insured and accordingly the supervision charges shall be paid while settling the claim. Replacements claims will be settled based on the certificates/invoices for the Replacements from BHEL's supplying units who are the suppliers.
- 20.2 If the taking over period is completed prior to the policy period, insurer shall refund proportionate premium.
- 20.3 If the testing period included is not fully consumed during the normal policy period or extended period, the same shall be taken into account during further extended period and extensions arranged accordingly.
- 20.4 Division/Branch of the underwriter shall be chosen by BHEL.

**DECLARATION BY BIDDER FOR PRICE OPENING THROUGH REVERSE AUCTION**

(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

-----

To,  
The General Manager/SAS,  
Bharat Heavy Electricals Limited,  
PSSR-SAS Secunderabad,  
EK Tara Building,  
39, SD Road,  
Secunderabad – 500 003.

Dear Sir,

Sub: Declaration by Bidder for Price opening through Reverse Auction

Ref: 1) NIT / Tender Specification No .....,

I have studied and understood the clauses of Reverse Auction Guidelines published at <http://www.bhel.com>. I, hereby declare that we shall be participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.

**Below are the contact person details for participating in reverse auction:**

Name : \_\_\_\_\_.

Mobile/Phone No. : \_\_\_\_\_.

E-Mail ID : \_\_\_\_\_.

Yours faithfully,

Date: (Signature, Date & Seal of Authorized Signatory of the Bidder)

**DECLARATION BY BIDDER REGARDING NIL INSOLVENCY PROCEEDINGS**

(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

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To,

The General Manager/SAS,  
Bharat Heavy Electricals Limited,  
PSSR-SAS Secunderabad,  
EK Tara Building,  
39, SD Road,  
Secunderabad – 500 003.

Dear Sir,

Sub: Declaration by Bidder regarding NIL Insolvency proceedings

Ref: 1) NIT / Tender Specification No .....,

I, Mr \_\_\_\_\_ (Designation \_\_\_\_\_) hereby declare that, our company has not filed/does not have any Insolvency proceedings/NCLT proceedings pending under Competent Authority as on date of submission of this offer. Any Insolvency / NCLT proceedings regarding the company in future will be communicated immediately to BHEL.

Yours faithfully,

Date: \_\_\_\_\_ (Signature, Date & Seal of Authorized Signatory of the Bidder)

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and ENDORSED (SIGNED & STAMPED) BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

-----

1. Beneficiary Name and Address:
2. Beneficiary Account No.:
3. Type of A/C (CC/Current)
4. Bank Name & Branch:
5. City/Place:
6. 9 digit MICR Code of Bank Branch:
7. IFSC Code of Bank Branch:
8. PAN Number of Beneficiary:
9. Beneficiary E-mail ID:  
(for payment confirmation)

Note: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

**ANNEXURE - I**

**DEVIATION STATEMENT**

(Pl. strike off the clause which is not applicable and ticks the other)

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2. THE FOLLOWING DEVIATIONS ARE BEING TAKEN:.

- a) Para no..... section .....
- b) Para no..... section .....
- c) Para no..... section .....
- d) Para no..... section .....

I, \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. **BHEL/PSSR/SAS/SCT/T-18/2021-22 Dated: 10.08.2021**. Deviation, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

**ANNEXURE - II**

**DECLARATION SHEET**

I,

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\_\_\_\_\_ hereby certify that all the information and data furnished by me with regard to this tender specification No. **BHEL/PSSR/SAS/SCT/T-18/2021-22 Dated: 10.08.2021**. are true and complete to the best of my knowledge. I have gone through the specifications, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorized representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

**ANNEXURE III**

**CERTIFICATE OF DECLARATION FOR CONFIRMATION OF IRDA/TAC GUIDELINES**

I, \_\_\_\_\_ hereby certify on behalf of ..... that our offer no..... dtd.....against tender specification No . **BHEL/PSSR/SAS/SCT/T-18/2021-22 Date: 10.08.2021** does not breach of Insurance Act/IRDA/TAC and applicable guidelines. I further confirm that in the event of disclosure at a later stage that the same is in breach and BHEL is put to any disadvantage or face cancellation of the Policy or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie wholly on us and will bear all consequences thereof.

I, further certify that I am the duly authorized representative of the underwriter and competent to agree as above and a valid power of attorney to this effect is enclosed.

I, further certify that there is no tariff violation. In case some violation is pointed out at a later date, the same shall be taken care of in line with clause 12 of Section I.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

**Annexure- IV**

**DECLARATION**

We ..... Will go for a suitable re-insurance arrangement and will furnish the details of re-insurance arrangement in the event of becoming a successful bidder. Re-insurance will be done with GIC in India and/or A+ rated international re-insurers.

For and on behalf of underwriter

(Signature & seal of authorized signatory

**Annexure - V**

**LIST OF INTERNATIONALLY ACCEPTED EXCLUSIONS**

- 1.
- 2.
- 3.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

**ANNEXURE - VI****Discount in Premium to be allowed beyond Policy Period in case of  
Claim Amount being less than the Premium already paid  
(Not to be considered for Price Bid Evaluation)**

CLAIM RATIO	DISCOUNT OFFERED
Upto 10 %	
more than 10 % upto 30 %	
more than 30 % upto 60 %	
more than 60 % upto 100 %	

For and on behalf of underwriter

(Signature & seal of authorized signatory)

Note: The above discounts offered by the bidders are not to be considered for Price Bid evaluation

**ANNEXURE-VII**

**UNPRICED PRICE SCHEDULE**

**SCHEDULE OF RATES**

**(INSURANCE FOR SCE/ERECTION ALL RISKS INCLUDING INTRASITE TRANSIT FROM STORAGE YARD TO WORKFRONT)**

Description of Cover	Cover period	Sum Insured Including all taxes and duties (Rs. in Crores)	Amount of Premium (In Rupees excluding GST)	
			in figures	In words
<p><b>SCE Cover / Erection all Risks Including</b></p> <p>Dismantling of existing RH coils (rear), Erection, Testing and Commissioning of new RH coils alongwith connected accessories including steam blowing activities (including pre-shutdown &amp; post shutdown works) and intrasite transit from storage yard to workfront.</p>	<p><b>02 months</b></p>	<p><b>9.91</b></p>	<p>XXXXXXXXXXXXXXXXXXXX</p>	<p>XXXXXXXXXXXXXXXXXXXX</p>



## **UNPRICED PRICE SCHEDULE**

### **Appendix I**

1. As Tenderer at times commit errors of calculation, we are not asking for premium rates. These will be worked out subsequently. However, if a tenderer gives the same, it will be dealt in accordance with Point no. 6 of Section-I to the tender.
2. We will endeavour to give advance notice, as early as feasible, for extension and/or completion of a cover. However, no stipulation by the bidders for the minimum notice period will be accepted.
3. It is normal in case of a project that policy extension is sought by the insured. However, risk profile during such extension fundamentally remains the same.
4. Bidders are required to specify as to what %age of premium they will be willing to offer during the extension of the policy depending on the claim experience in the Annexure VI.
5. It may be please noted that since 90% of the material would have been erected, premium on storage during extended period should be for the balance 10% of material only.