

BHARAT HEAVY ELECTRICALS LIMITED

**TENDER SPECIFICATION
FOR
STORAGE-CUM-ERECTION INSURANCE
FOR
REPLACEMENT OF FEED HEATER -1 PROJECT FOR ONGC
DESALTER PLANT AT NAWAGAM, AHMEDABAD**

**VOLUME - I
TECHNO-COMMERCIAL BID**

TENDER No: OS/SC/2024-25/24/14, Date: 07-05-2024

BHARAT HEAVY ELECTRICALS LIMITED

HPVP, VISAKHAPATNAM- 12

TENDER NO: OS/SC/2024-25/24/14, Date: 07-05-2024

LAST DATE OF SUBMITTING OF BIDS - 14:00 hrs on 14-05-2024

DATE OF OPENING TECHNO-COMMERCIAL BIDS: 15:00 hrs on 14-05-2024

The bids completed in all respects shall be submitted through BHEL e-procurement portal <https://eprocurebhel.co.in>

BHARAT HEAVY ELECTRICALS LTD.

(A Government of India Undertaking)
HPVP, VISAKHAPATNAM-12

TENDER NO: OS/SC/2024-25/24/14, Date:07-05-2024

IMPORTANT NOTE

Receiver of this tender document is advised to check and ensure obtainability of all pages of tender document and report to the issuing authority if any discrepancy in time for corrective action, if any before **10-05-2024**.

It is expected that bidders shall not take any deviations from tender terms and conditions. The tenderer shall clearly certify the same in the no-deviation statement. BHEL reserves the right to accept or reject the bids with deviations with or without any further discussions.

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However, if seeking deviation is felt necessary, there shall be bare minimum deviations and the clauses of the tender those are not acceptable in their present form and also the deviation sought, if any, shall require to be specifically mentioned in the deviation statement.

The deviations mentioned elsewhere in the techno-commercial bid or the price bid shall not be considered by BHEL.

Note: (1) All the queries on the tender may please be sent to us latest by **13-05-2024**, through email to dgs@bhel.in so as to avoid any delays at the later date. Clarifications/amendments, if any, shall be sent to the Underwriters.

(2) The Insurance Co(s). with whom litigation / arbitration are going on or with whom BHEL is having unresolved disputes for settlement of genuine claims may not be considered for the tender.

BHARAT HEAVY ELECTRICALS LTD.
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HPVP, VISAKHAPATNAM-12

LETTER INVITING TENDER

TENDER No: OS/SC/2024-25/24/14, Date:07-05-2024

Subject: STORAGE-CUM-ERECTION INSURANCE OF REPLACEMENT OF FEED HEATER
-1 PROJECT FOR ONGC DESALTER PLANT AT NAWAGAM, AHMEDABAD

Dear Sirs,

Tenders are invited from General Insurance Companies having business standing of more than 5 years' as on **30.04.2024** in two-bid system where Part-I shall form the Techno-Commercial Bid and Part-II shall form the Price Bid. A set of tender documents is enclosed for submission of your most competitive offer as well as for the information asked for in the tender specifications shall be submitted through BHEL e-procurement portal latest by **14.00 hrs on 14-05-2024**. Techno-Commercial Bid shall be opened at 15.00 hrs on the same day in same portal. The date of opening of the Price Bid will be intimated subsequently. Bidders may be called for Techno-Commercial discussions, if so required, before price-bid opening. They are requested to keep in touch with BHEL for knowing the date and time of Price Bid opening. However, in case there is

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no deviation, Price Bid is likely to be opened immediately after opening of the Techno-Commercial bid. Otherwise, the date of opening of Price Bid will be intimated subsequently.

All the queries on the tender may please be sent to us latest by **13-05-2024** through email to dgs@bhel.in so as to avoid any delays at the later date. Clarifications/amendments, if any, shall be sent to the Underwriters.

BHEL reserves the right to accept or reject any tender including lowest one, in part or full, without assigning any reason whatsoever. We also reserve the right to choose the Co-Insurer(s) and percentage sharing. BHEL also reserves full right to divide the business between underwriters as it deems fit.

The bidders are also to note the following:

- a) The rates should be quoted net of the discounts and exclusive of GST.
- b) No subsequent increase in premium rates will be allowed under any circumstances.
- c) Secrecy of BHEL information/documents to be ensured at all times.
- d) Guidelines issued by IRDA/TAC from time to time with regard to Insurer's responsibility & liability towards insured shall be automatically applicable to this Insurance contract to the extent they improve upon the stipulation of this tender from BHEL's view.
- e) Unsolicited Price bid shall not be entertained.
- f) The offer of the Bidder shall have to be kept valid for a period of 3 (Three) months from the date of opening of Techno-Commercial Bid.
- g) The Insurance cover period of insurance required is from zero date to handing over of Heater to ONGC. Accordingly, From 08.08.2022 to 30.08.2024 considering the delivery extension request submitted to ONGC for actual completion of Project. For the period which is completed there will be no risk coverage from your side and coverage is required for balance period only.

The final date of cover shall accordingly vary and provision for extensions will be available in the policy.

The tender should be submitted in Two Separate bids for Techno-Commercial bids and price bid through BHEL e-procurement portal only.:

Thanking you
Yours Sincerely,

For & on behalf of BHEL

SECTION-I**PROJECT INFORMATION:****1.0 SALIENT FEATURES OF THE PROJECT SITE:**

SL. NO.	Particulars	Details
1	Customer	ONGC, AHMEDABAD
2	Project Details	Storage, Fabrication and erection of REPLACEMENT OF FEED HEATER -1 PROJECT FOR ONGC DESALTER PLANT AT NAWAGAM, AHMEDABAD
3	Location	a) Place: ONGC DESALTER PLANT NAWAGAM b) Dist.: KHEDA c) State : GUJARAT
4	Nearest Road Head	AHMEDABAD, (Ahmedabad-Vadodara Road)
5	Nearest Rail Head	Ahmedabad
6	Nearest Airport	Ahmedabad

1.1 CLIMATIC CONDITION

The equipment and materials shall be suitable for satisfactory continuous operation under the following climatic conditions:

1	Location in the state of	GUJARAT
2	Maximum ambient air temperature	45° C (Summer)
3	Minimum temperature	12° C (Winter)
4	Maximum relative humidity	65 %
5	Average daily ambient air temperature (°c)	35° C
6	ISOCERANIC Level (days/year) (Average number of thunder storm days)	19.9 days
7	Average rainfall (mm/year) last 5 years	782 mm
8	Average Wind Speed (Km/hr)	7.3

9	Max. Altitudes above mean sea level (meters)	53 metres
10	Seismic level (Horizontal acceleration) (g)	Zone-II

2.0 **SCOPE:**

2.1 Scope of this specification cover as under: Storage, Fabrication and erection of REPLACEMENT OF FEED HEATER -1 PROJECT FOR ONGC DESALTER PLANT AT NAWAGAM, AHMEDABAD

3.0 **VALIDITY OF OFFER:**

THE OFFER SUBMITTED BY THE UNDERWRITER SHALL BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF THREE 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.

4.0 **FORMATION OF CONTRACT**

All the documents issued by BHEL as well as accepted by it up to 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.

4.1 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.

5.0 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/ WO. The Policy document complete with endorsement etc. will be made available to **BHARAT HEAVY ELECTRICALS LIMITED, HPVP, VISAKHAPATNAM-530012** within a week of issuance of cheque, as submission of insurance policy is a pre-requisite of the payment by the customer.

6.0 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.

7.0 **MODE OF PAYMENT OF PREMIUM INSTALMENT**

BHEL will pay the premium as per market conventions. Insurer shall send Bill/ notice for payment of premium instalments, if any, at least 30 days before the Instalment due date. The premium invoice raise by the underwriter should be as per the directives of BHEL following GST compliance. 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.

The 100% premium of Terrorism cover will be paid up-front with the first instalment provided the same is mentioned separately by the bidders in the price bid subject to a maximum of the premium worked out in accordance with the rates of Indian Terrorism Pool after applying the discount in line with the Indian Terrorism Pool.

8.0 Taxes & Duties: The premium should be quoted net of the discounts and exclusive of Goods and Services Tax (GST). GST shall be paid extra, as applicable.

8.1 To enable BHEL to avail GST Input Tax Credit (ITC), the underwriter shall submit GST Compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of **BHEL-HPVP, Visakhapatnam-530012, AP (GSTN: 37AAACB4146P7Z8)**.

8.2 Underwriter shall ensure strict compliance of GST Act & Rules so that input tax credit is available to BHEL. In case of any loss to BHEL on account of non-compliance by underwriter, the same shall be to the underwriter's account. BHEL shall have the right to take necessary steps to protect its interest.

8.3 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

8.4 While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the Underwriter will be subjected to TDS as per Rules in force from time to time and a certificate to this effect shall be provided to the Underwriter by BHEL.

9.0 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.

9.1 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.

9.2 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.

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

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

- 9.5 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.
- 9.6 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 Delhi 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.
- 9.7 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.
- 9.8 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.
- 10.0** 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.

11.0 ARBITRATION

- 11.1 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.
- 11.2 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.
- 11.3 The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.

11.4 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.

11.5 All the above clauses will apply to the extent and in the manner that is commensurate with the Arbitration Act.

12.0 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.

13.0 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.

14.0 SHIFTING OF POLICY:

In the event of insured shifting his office from the present location of Kolkata/ Delhi 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.

15.0 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/ A- (by reputed international rating agency like Standard & Poor or AM Best) rated international re-insurers.

16.0 PARTIES WHOSE INTERESTS ARE INSURED

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

1. Principal Beneficiary:	M/s. Oil And Natural Gas Commission (ONGC)
2. Executing Agencies	M/s. BHARAT HEAVY ELECTRICALS LTD. HEAVY PLATES AND VESSELS PLANT, Visakhapatnam SUB-CONTRACTORS/ Sub-Vendors/BHEL Manufacturing Units

17.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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.

18.0 ISSUE OF NOTICE:

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.

19.0 USE OF LAND:

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.

SECTION II

SPECIAL CONDITIONS OF CONTRACT

1.0 OVERALL SCOPE OF THE POLICIES:

Scope of these specifications cover issuance and servicing of:

1.1 Storage-cum-Erection (SCE) Policy

The above policy shall be for providing Cover on "ALL RISKS" basis in the best interest of "insured" M/s. ONGC, AHMEDABAD – (A/C BHEL) against physical loss or damage to the subject plant and machinery insured in consideration of premium paid, thereby protect the "Insured" M/s. Oil & Natural Gas Commission (ONGC) – (A/C BHEL) by providing indemnity or make good of the loss in monetary terms against all uncertain contingencies.

This cover i.e. SCE Cover can be arranged in the joint names of M/s. ONGC, Ahmedabad (Gujarat) and BHEL, covering interests and risks of M/s. ONGC, Ahmedabad as the principal, BHEL- HPVP as the Contractor and including all the sub-contractors employed by BHEL.

The scope of work to be executed by BHEL-HPVP is indicated elsewhere in the tender enquiry.

The risk Coverage under the policies so issued by the "Underwriter" shall be applicable from the start of movement 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 erection, unloading and storage at site and at port cities for bonding and/or allocation to vendors for fabrication jobs etc., during hold ups due to procedural delays and transportation bottlenecks or clearance by various agencies, handling/ shifting of goods/ consignments for the purpose of assembly, erection, testing and commissioning and until completion of dismantling, 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, Transportation, 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, Faults in Element Erection, RSMD (Riot, Strike, Malicious Damage), SRCC (strike, riots, civil commotion), terrorism etc.

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

1.2 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" (M/s. ONGC, Ahmedabad (Gujarat) A/c- BHEL) in the same position as was prior to the accident/ mishap.

1.2.1 Storage, Erection, Testing Cover:

100% of the Ex-works value in case of plant & equipment including all spare parts to be supplied from abroad and/or manufactured within the employer's country along with applicable taxes and duties plus packing & forwarding plus freight plus all other expenses plus 100% of erection price component. storage, erection and testing which, inter-alia, includes:

- Erection, Testing and Commissioning Charges including SCE Insurance, including supervision and other incidental services by Vendors and BHEL Units/divisions.
- Testing period of One month
- 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.
- Permanent Civil Works such as Buildings, Foundations, earthwork including materials for the construction thereon.
- 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.

1.3 PROCEDURE FOR CLAIM SETTLEMENT

1.3.1. 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 endeavour 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.

1.3.2 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.

1.3.3 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 BHEL, Headquarters. In exceptional situations copy may be sent to this office also.

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

1.3.5 In case the claim is not found tenable or not settled for the claimed amount, the insurer 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.

1.3.6 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 up to FRS. 20,000 over and above the excess/ deductible will be settled on the basis of statement signed by two officials of BHEL.

1.4 **EXTRA PREMIUM:**

Underwriter to Indicate 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.
- b) No subsequent increase in premium rate during entire policy period will be allowed.

2.0 **EXCESS/ DEDUCTIBLE**

For Installation all risks:

For Storage/Erection Cover: 5% of the claim amount subject to minimum of FRS.

- For Testing Period: 5% of the claim amount subject to minimum of Rs. 1,00,000/
- Act of God Perils 10% of the claim amount subject to minimum of 1,00,000/-.
- Fire / Explosion Claims: Minimum Excess as per Tariff

3.0 SELF-SURVEY LIMIT:

For all claims this limit will be ₹. 1,00,000 over and above the excess applicable.

4.0 DOCUMENTS FOR REPLACEMENT / REPAIR COST.

The contract price is the sale price agreed with M/s. ONGC, Ahmedabad (Gujarat). The cost includes production, procurement, erection cost plus taxes and other expenses. The items supplied to site are billed by BHEL progressively based on notional/pro-rata rate. The amounts in the GST invoices to M/s. ONGC, Ahmedabad (Gujarat) 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.

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

5.0 CHARGES FOR SUPERVISION, REPAIRS / RECTIFICATION:

It is usual that certain repairs / rectification works arise due to damages to consignments. Repairs/ rectification may be carried out by BHEL or at their Sub vendor's works under the supervision of BHEL Engineers. The expenses so incurred including testing charges, along with BHEL supervision charges are to be borne by the underwriter. For this purpose, cost certificate will be issued by the unit. Supervision at site if applicable for erection etc., will be paid. This will apply to damage to items at any stage i.e. transit, storage, erection & testing and maintenance.

In certain cases, the site may call the technicians/ Engineers from Manufacturing Units /their vendors for repairs/ rectification. The expenses incurred on repairs/ rectification includes supervision charges of BHEL, cost of materials, labour, machining and testing charges (if any) etc. For this purpose, the supervision charges of BHEL engineers are 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 claim. However, the number of days for which the supervision charges are to be reimbursed shall be determined by mutual discussion between BHEL and the surveyor.

6.0 CHARGES FOR MATERIAL PROCUREMENT:

In case BHEL procures any materials on behalf of supplying units, the procurement cost shall also be payable by the underwriter.

7.0 INTEREST ON DELAYED PAYMENTS:

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 26th April 2002)

8.0 ON-ACCOUNT PAYMENTS AGAINST CLAIMS:

In case of net claims exceeding Rs. 10 Lakhs, BHEL will move the papers for On-Account payment. The Underwriter shall promptly make an on-account payment of major value of the claim on the basis of firm estimates provided by BHEL. The on-account payment shall be made within one week from the date of providing the firm estimates by BHEL, without waiting for detailed documents related to the claim.

The balance amount of the claim shall be settled and paid within 21 days after submission of all relevant documents.

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.

9.0 THEFT / PILFERAGE CLAIMS:

The security / watch and ward arrangement in the project is in the purview / scope of BHEL who has engaged his own security for the watch and ward of the project. Theft / pilferage are reported to HRRL being owner 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 cannot 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.

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.

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.

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.

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:

14.1 CHARGES FOR SUPERVISION, REPAIRS / RECTIFICATION: It is usual that certain repairs / rectification works arise due to damages to consignments. Repairs/ rectification may be carried out by BHEL or at their Sub vendor's works under the supervision of BHEL Engineers. The expenses so incurred including testing charges along with BHEL

supervision charges are to be borne by the underwriter. For this purpose, cost certificate will be issued by the unit. Supervision at site if applicable for erection etc., will be paid. This will apply to damage to items at any stage i.e. transit, storage, erection & testing and maintenance.

- 14.2 It is normal practice to dispatch heavy structural and materials in open wagons where the RR is issued on "SAID TO CONTAIN" basis from the originating location. In case of any loss to such consignments, claims will be settled for 100 % value.
- 14.3 The materials dispatched by rail from Manufacturers/Suppliers warehouse are first brought to the "Rail head"/nearest railway siding which is a transfer point, where railways shall hand over delivery of consignment. From this point the consignment /goods are transported by rail to the Railway siding of the site. Actual verification of materials shall take place at the Railway siding at the time of physical delivery. Since the transit cover is from Warehouse to Warehouse basis, any losses/ damage occurred during entire process of transit shall be covered & marine claim shall be settled for 100% value.
- 14.4 In case consignment comes through road carriers, written statement of observations of condition of consignment i.e. shortage/damages recorded and signed by lorry driver over the challan/ delivery certificate and duly counter signed by BHEL representative shall be honoured. The Insured will serve a formal notice of monetary claim on the carriers by Registered letter and produce the receipt issued by Post Office. No further shortage/damage certificate shall be asked by the Insurer for claim settlement. The letter will only be a demand to make good the loss and it will not contain a threat to go to the court in case transporter does not do so.
- 14.5 In case, claim is considered to be non-standard claim because of not getting damage/shortage certificate from carriers in spite of all the efforts (i.e. sending Notice through Reg. AD), Insurer shall settle such claims to the extent of 90% irrespective of claim amount. For other situations warranting under-settlement of the claim, the bidder will give in a separate statement forming part of the Techno-Commercial bid, the percentage of deduction underwriter proposes to apply. Once agreed to by us, this will form part of the MOU. However, it will not form part of evaluation formula.
- 14.6 The claim intimation for shortage/ damage under this category can be sent by the consignor or the consignee regardless of who suffer the loss.
- 14.7 DEPUTATION OF WAGON / CARRIER TRACERS: It is the responsibility of the "Underwriter" to appoint wagon/ carrier tracers immediately on receipt of notice of the claim from BHEL in the event of "Non delivery" of goods /consignment. The goods/ consignment to be traced and delivered within a period mutually acceptable keeping in view the erection/commissioning schedule. If there is delay in doing so, which in the opinion of insured will delay the project schedule, the underwriter is to admit the replacement cost together with all the additional expenses incurred for arranging the replacement together

with all costs incurred at site to expedite the connected erection and commissioning activities to meet the schedule. The consignment traced beyond the mutually agreed period will not normally be accepted by BHEL.

On the basis of non-delivery certificate/BHEL's notice to carriers the original consignment, if received subsequently will be intimated to the Underwriter for taking charge of the same without any implication on the settled claim.

15.0 Value of Single largest consignment

Following are the details of largest value consignment.

Equipment: **Rs. 4 crore**

16.0 STORAGE, ERECTION & TESTING COVERS (INSTALLATION ALL RISKS COVERS): -

16.1 Underwriter to ensure and confirm that the scope of cover for the "Risks at site during Storage Erection & Testing" is 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.

16.2 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.

16.3 Covers shall include all risks in the course of movement of goods, Storage at site, Preassembly, Erection, Pre-commissioning, Commissioning and Initial operation of individual equipment including trial run. Bidders can go through the relevant portion of said contract if they so wish. However, for the reason of confidentiality copy cannot be provided.

16.4 Erection Cover (Please refer enclosed contract document):

- All activities till Erection of complete unit & completion of the facilities shall continue under the erection cover.
- In case the plant after synchronization 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 and Reliability run test prior to completion of facilities will be covered and considered as erection cover.

16.5 Testing Period Cover (Please refer enclosed contract document):

The testing period cover or cover during testing period will be till the completion of commissioning.

Pre commissioning, commissioning, Completion of facilities are as described below:

Pre-commissioning: After erection of each item of equipment and duly inspected by both the parties for correctness and completeness, the necessary standard, pre-commissioning

tests including those required by the consultants will be carried and unit will be taken for commissioning.

Commissioning: The contractor shall put the subsystems and systems of the project into successful operation for 30 days continuously without any interruption according to the required load of the network.

Completion of facilities: facilities have been completed operationally and structurally and put in a tight & clean condition and that all work in respect of pre commissioning of facilities or specific part thereof has been completed; and commissioning has been attained.

16.6 DEFECT LIABILITY PERIOD COVERAGE REQUIRED:

The Defect Liability Period shall be Twelve (12) months from the date of Taking Over/Completion of Facilities for all the Sub-stations for total policy Sum Insured.

17.0 PERIOD OF COVER:

a) The Insurance cover period of insurance required is from zero date to handing over of Heater to ONGC. Accordingly, From 08.08.2022 to 30.08.2024 considering the delivery extension request submitted to ONGC for actual completion of Project. For the period which is completed there will be no risk coverage from your side and coverage is required for balance period only.

However, all consignments/ work done till date of commencement will be jointly inspected by the insurer and insured and damages/ losses already suffered will not be to the account of the insurer. However, all consignments starting from supplier's work on or after the date of premium will be deemed to have incurred under this policy even if received at site after the date of above referred joint inspection. The insurer will refund pro-rata premium based on the value of the consignment received till the commencement of the policy. Once inspection is done, consignee will be considered to have been insured under this policy for all purposes.

b) Commencement Storage Cum Erection Policy:

c) The Insurance cover period of insurance required is from zero date to handing over of Heater to ONGC. Accordingly, From 08.08.2022 to 30.08.2024 considering the delivery extension request submitted to ONGC for actual completion of Project. For the period which is completed there will be no risk coverage from your side and coverage is required for balance period only.

d) Commencement of the Testing/ Commissioning Period:

The testing period shall start after completion of all pre commissioning activities (which shall mean erection and testing of individual equipment/ system/ sub-assemblies individually and/ or in the group) in a manner that results in trial/initial operation of the

facilities or any part thereof. Any earlier synchronization, if any, will be considered as erection period.

18.0 PREMIUM FOR EARTHQUAKE.

The project locations fall under Seismic Zone-II. Premium, if any, is to be indicated in the price bid in the appropriate column.

19.0 ADD-ON COVERS (Please refer enclosed contract document)

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 wishes to cover the following, without extra premium.

- a) 50/50 clause
- b) 72 hours clause
- c) Free automatic reinstatement clause up to 10% of the Sum Insured.
- d) Loss minimization expenses.
- e) Professional fees
- f) Cross liability cover
- g) Design defect Cover (DE4)
- h) Waiver of contribution clause
- i) Damage due to falling objects
- j) Cost of reproducing/ reacquiring information up to 10,000 US\$ (in equivalent Indian Rupees)
- k) Amendment in firefighting endorsement wordings.
- l) Debris removal up to Rs. 50 lakhs
- m) Expediting cost including Air freight & Express freight (Up to 30 % of net claim amount)
- n) Waiver of Subrogation Clause

20.0 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.

21.0 Other important conditions/points to be noted by the tenderers and necessarily agreed

22.0 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.

- 23.0** If the taking over period is completed prior to the policy period, insurer shall refund proportionate premium.
- 24.0** 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.
- 25.0** Division/ Branch of the underwriter shall be chosen by BHEL.

GLOSSARY

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

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.
2. **'GENERAL MANAGER'** shall mean the Officer in Administrative charge of the Project for which insurance is being arranged.
3. **'ENGINEER or 'ENGINEER-IN-CHARGE'** shall mean Engineer deputed by BHEL. The terms include 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.
4. **'SITE'** shall mean the place or places at which the plants/equipment are to be stored, erected and services are to be performed and **'UNIT'** shall mean BHEL units and their vendors supplying the plant / material to site as per the specifications of this Tender.
5. **'CLIENTS OF BHEL' or 'CUSTOMER'** shall mean the respective project authorities to whom BHEL is rendering supply, erection and commissioning the equipment/services.
6. **'Insurer I 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.
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.

8. **'GENERAL CONDITIONS OF CONTRACT'** shall mean the 'Instructions to Tenderers 'and 'General Conditions of Contract' pertaining to the work detailed.
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.
10. **'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.
'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
11. **'EQUIPMENT'** shall mean all equipment, Machineries, Materials, Structures, electrical and other components of the plant covered by the Contract.
12. **'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.
13. **'APPROVED', 'DIRECTED' or 'INSTRUCTED'** shall mean approved, directed or instructed by BHEL.
14. **'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.
15. **'SUB-CONTRACTOR '**shall mean the agency/agencies appointed by BHEL for Handling at Site, Storage, Assembly, Erection and Commissioning of the equipment at site.
16. **'CLAIM'** shall mean intimation of loss communicated to the Insurer verbally / telephonically followed by written communication.
17. **'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.
18. **'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.

19. **'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.
20. **'MONTH'** shall mean calendar month.
21. **'WRITING'** shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

UNPRICED PRICE SCHEDULE

PRICE BID

SCHEDULE OF RATES

Sl. No.	Description of Cover	Cover period	Sum Insured (Rs.) (in Crores)	Amount of Premium (In Rupees excluding GST)	
				in figures	In words
1.0	SCE Cover I Installation all Risks: Sum Insured is inclusive of the following: a) 100% of Ex-works price of all the plant and Equipment including mandatory Spares to be supplied from within India plus GST. b) Applicable taxes & duties. c) Storage, Erection and Testing Cover for Main Plant Equipment (including Testing Period for 1 month)	25 Months (From 08.08.22 TO 30.08.24)	32	xxxxxxxx	xxxxxxxxxxxxxx

(INSURANCE FOR STORAGE, ERECTION, TESTING & COMMISSIONING)

UNPRICED PRICE SCHEDULE

2.0	ADD ON COVERS (as per attached sheet)	Sum Insured (Rs. in Crores)	Amount of Premium (In Rupees excluding GST)	
a)	Third Party liability including cross liabilities AOA/AOY-₹2.00 lacs per occurrence	10 % of the Policy Sum Insured	xxxxxxxxxxxxx	a)
b)	Surrounding Properties with FLEXA	10 % of the Policy Sum Insured	xxxxxxxxxxxxx	b)
c)	Earthquake (Zone-II)	Policy sum insured	xxxxxxxxxxxxx	c)
d)	Terrorism (as per Indian Pool)	Policy sum insured	xxxxxxxxxxxxx	d)
e)	STP-I	Policy sum insured	xxxxxxxxxxxxx	e)
f)	Design Defect Cover (DE4)	Policy sum insured	xxxxxxxxxxxxxxxxx	f)
g)	Escalation	10% of Sum Insured	xxxxxxxxxxxxx	g)
h)	Extended Maintenance Cover / Defect Liability Period	12 Months	xxxxxxxxxxxxx	h)

Total Premium LSI. No. 1 to 2] (In Figures)

xx

Total Premium CSI. No. 1 to 2] (In words)

xx

- (a) FEA discount may please be considered in view of availability of Fire Fighting systems inside the Plant premises
- (b) The Premium is to be quoted after applying discounts but before applying GST as applicable.
- (c) The 100% premium of Terrorism cover will be paid up-front with the first instalment provided the same is mentioned separately by the bidders in the price bid subject to a maximum of the premium worked out in accordance with the rates of Indian Terrorism Pool after applying the discount in line with the Indian Terrorism Pool.

Signature and seal of the Bidders

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. The rate for extension beyond the policy period shall be specified by the Underwriter as below-.

RATE FOR EXTENSION	
Rate / Month in mille *	
SCE Cover -	xxxxxxxxxxxxxxxxxxxxxxxxxx
Testing Cover -	xxxxxxxxxxxxxxxxxxxxxxxxxx

*SCE Cover Premium rate should be inclusive of premium for Add-on covers opted under the Policy. The Premium rate is to be quoted after applying discounts but before applying GST as applicable.

5. 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.

BHARAT HEAVY ELECTRICALS LIMITED

VOLUME - II PRICE - BID

STORAGE-CUM-ERECTION INSURANCE

FOR

**REPLACEMENT OF FEED HEATER -1 PROJECT FOR ONGC
DESALTER PLANT AT NAWAGAM, AHMEDABAD**

FOR

M/s. ONGC, AHMEDABAD (GUJARAT) (a/c of BHEL)

TENDER NO.: OS/SC/2024-25/24/14, Date:07-05-2024

PRICE BID
SCHEDULE OF RATES
(INSURANCE FOR STORAGE, ERECTION, TESTING & COMMISSIONING)

Sl. No.	Description of Cover	Cover period	Sum Insured (Rs. in Crores)	Amount of Premium (In Rupees excluding GST)	
				in figures	In words
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Signature & Seal of Authorised Signatory of Bidder

2.	ADD ON COVERS (as per attached sheet)	Sum Insured (Rs. in Crores)	Amount of Premium (In Rupees excluding GST)	
			in figures	In words
a)	Third Party liability including cross liabilities AOA/AOY-₹2.00 lacs per occurrence	10 % of the Policy Sum Insured	_____	_____
b)	Surrounding Properties with FLEXA	10 % of the Policy Sum Insured	_____	_____
c)	Earthquake (Zone-II)	Policy sum insured	_____	_____
d)	Terrorism (as per Indian 001	Policy sum insured	_____	_____
e)	STP-I	Policy sum insured	_____	_____
f)	Design Defect Cover (DE4)	Policy sum insured	_____	_____
g)	Escalation	10% of Sum Insured	_____	_____
h)	Extended Maintenance Cover / Defect Liability Period	12 Months	_____	_____

Total Premium CSI. No. 1 to 2] (In Figures): ₹ _____

Total Premium CSI. No. 1 to 2] (In words): _____

(a) FEA discount may please be considered in view of availability of Fire Fighting systems inside the Plant premises

(b) The Premium is to be quoted after applying discounts but before applying GST as applicable.

(c) The 100% premium of Terrorism cover will be paid up-front with the first instalment provided the same is mentioned separately by the bidders in the price bid subject to a maximum of the premium worked out in accordance with the rates of Indian Terrorism Pool after applying the discount in line with the Indian Terrorism Pool.

Signature & Seal of Authorised Signatory of Bidder

APPENDIX I

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- 4 The rate for extension beyond the policy period shall be specified by the Underwriter as below-.

RATE FOR EXTENSION

Rate / Month in mille *

SCE Cover -

Testing Cover -

*SCE Cover Premium rate should be inclusive of premium for Add-on covers opted under the Policy. The Premium rate is to be quoted after applying discounts but before applying GST as applicable.

Signature & Seal of Authorised Signatory of Bidder