

BHARAT HEAVY ELECTRICALS LIMITED



TENDER SPECIFICATION

FOR

FIRE INSURANCE AND POLICY FOR BURGLARY AND THEFT RISK

FOR

3 X 660 MW NSTPS NABINAGAR

TENDER No. 202402361 DT. 28.09.2024

Bid Sumisión End Date: 30/09/2024 14:00 PM

Bid Opening Date: 30/09/2024 14:30 PM

BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT

RUDRAPUR, (UDHAMSINGH NAGAR)

UTTARAKHAND – 263153

COMPONENT FABRICATION PLANT

RUDRAPUR, (UDHAMSINGH NAGAR)

UTTARAKHAND – 263153

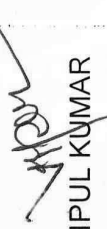
NOTICE INVITING TENDER (NIT):

Work: To Obtain Fire Insurance, Burglary and Theft Insurance with force majeure clause conditions for 3 x 660 MW NSTPS Nabinagar.

1. Single Part bid are invited through tendercfp@rediffmail.com.
2. The offer shall be submitted in single part bid as per Annexure –I
3. Submission of offer means bidder agrees to all terms and conditions by BHEL Rudrapur.
4. Earnest Money Deposit (EMD) Not applicable for this tender.
5. Security Deposit (SD) not applicable for this tender.
6. Bidder should be agree for renewal of Insurance policies if required.
7. Payment Terms: The premium shall be paid in advance to get the policy document. Bidders note that if offer submitted through Email it should be sent to E-mail address tendercfp@rediffmail.com only. Offer mailed to any other Email will not be considered & rejected.
8. For any query before submission of BID you may contact to vipul@bhel.in (Mob:8979773700) prior of bid submission date.

Thanking you,

Yours Sincerely
For & on behalf of BHEL


VIPUL KUMAR

REQUIRED POLICIES

1. Storage Insurance including Fire, Force Majeure and Theft (List of Equipment/Items enclosed)

Total Project Value/ Sum Insured: Rs. 1,67,33,276/-
(Breakup of sum insured Attached)

Policy Period: 6 Months

PROJECT INFORMATION

BHEL CUSTOMER: NSTPS NABINAGAR PROJECT.

Location: NSTPS NABINAGAR SHIVANPUR AURANGABAD (BIHAR)-820303.

Scope of Work by BHEL: Supply Dismantling Erection and Commission of 3UA AND 3UB damaged parts of busduct at NSTPS Nabinagar (3 x 660 MW STPP) for revival.

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 "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"

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.

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.

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

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

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.

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.

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.

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.

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.

ARBITRATION

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.

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.

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

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.

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

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.

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.

Shifting of Policy:

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

1. Principal Beneficiary: NSTPS Nabianagr.

**2. Executing
Agencies**

**M/s. Bharat Heavy Electricals Ltd.
Component Fabrication Plant
Rudrapur, US Nagar (Uttarakhand)
GSTIN No: 05AAACB4146P1ZL**

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.

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.

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.