

BHEL, RAMACHANDRAPURAM, HYDERABAD-32

NOTICE INVITING TENDER

GROUP PERSONAL ACCIDENTAL INSURANCE POLICIES FOR PERSONS (NAMED AND UNNAMED) IN BHEL, RAMACHANDRAPURAM, HYDERABAD (OTHER THAN BHEL EMPLOYEES).

1	The Insured/Company	M/s. BHEL, RAMACHANDRAPURAM, HYDERABAD-32
2	Risk covered	In Group Personal Accidental Insurance, BHEL, Ramachandrapuram, Hyderabad-32. Total 100% of sum insured on account of occurrence of accidental death.
3	Persons covered	Named and unnamed persons in BHEL, Ramachandrapuram, Hyderabad more fully defined and described below in II (d), (e) and (f) of NIT.
4	Period of Insurance	ONE YEAR AND EXTENDABLE TO ANOTHER YEAR
5	Sum Insured	Rs. 5,00,000/- (Rupees Five Lakhs Only) each for category A & B and Rs. 2,00,000/- (Rupees Two Lakhs Only) for category- C respectively.
6	Tender documents	The tender documents are also available in the Web Site of BHEL www.bhel.com . Those who wish to download in the same may do so. Corrigendum if any will be published in BHEL web site only.
7	Cost of Tender Form	Rs.500/- (cash receipt or DD in favour of BHEL, Hyderabad to be enclosed with technical bid)
8	Last Date & Time for seeking Queries / clarifications, if any	on 09-08-2015 before 10.00 hrs
9	Last Date & Time for submission of tender	on 09-08-2015 at 11:00 hrs
10	Date & Time for opening of Technical Bid.	On 09-08-2015 at 13.00 hrs
11	Tenders to be submitted to	SDGM (CMM), Tender Box, Vendor Complex, Administrative Building, BHEL, Ramachandrapuram, Hyderabad-32.

I. PREAMBLE:

The Group Personal Accidental Insurance Scheme is required as per IRDA guidelines for the insurance coverage of “Named and Unnamed persons” in BHEL, Ramachandrapuram, Hyderabad.

This scheme is framed entirely as a voluntary welfare measure and doesn't confer any right or benefit on the Named and Unnamed persons indicated above in BHEL, Ramachandrapuram, Hyderabad and/or impose any obligation or liability what so ever on the company and shall not be deemed to be any contract or conditions of service between the company and the persons covered under this scheme.

BHEL will take an insurance policy for all the persons covered under this scheme/Policy i.e., the Named and unnamed persons in BHEL, Ramachandrapuram, Hyderabad. They shall be entitled to get the benefit only as admissible under the provisions of the aforesaid insurance policy.

Risk coverage:

The Insurance policy shall cover group personal accidental insurance for Rs. 5,00,000/- (Rupees Five Lakhs Only) each for category A & B and Rs. 2,00,000/- (Rupees Two Lakhs Only) for category- C. The benefit required to be covered shall be 100% of sum insured on account of occurrence of accidental Death to each and every named and unnamed persons covered under this Policy.

The insurance policy shall extend round the clock coverage to all the Named persons and on-duty/on the Job coverage for unnamed persons in BHEL, Ramachandrapuram, Hyderabad during the policy period.

Category A: Named persons (Sum Insured for Rs. 5,00,000/-)

Sl.no	Category	No. of Persons.
1	BHEL Labour Contract Co-Operative Society Ltd. (BLCCS)	527
2	Gram Vikas Seva Samithi (GVSS)	137
3	Ladies Welfare Centre (LWC)	315
4	Apprentice trainees	1345
5	Contract labour engaged through various contractors – whose names are available	2321
6	Adhoc paid Doctors/Consultants, Adhoc paid Medical staff, etc.	44
7	Drivers	52
8	Security Guards	80
	Total	4821

Category B: Unnamed persons (Sum Insured for Rs. 5,00,000/-)

S. No.	Categories	No. of Persons.
1	Contract Labour	333
2	Contractors	100
3	Contractor's Supervisors	150
4.	Sub-contractor Staff	20
	Total	603

Category C: Unnamed persons (Sum Insured for Rs. 2,00,000/-)

Sl.No.	Categories of persons	No. of Persons
1.	Visitors	200
2.	Students for – Project / internship	250
3.	Drivers, cleaners etc., of lorry, trailers & other heavy vehicles	50
	Total	500

The total number of persons indicated in the above categories A, B and C are estimated figures only and BHEL has the right to increase or decrease the number of persons in the above categories as per the requirements from time to time.

II. DEFINITIONS:

In this tender document, unless the context otherwise provides:

- (a) “Company/Insured” means BHEL, Ramachandrapuram Unit, Hyderabad-32.
- (b) “Scheme” means the Group Personal Accident Insurance Scheme for the named and unnamed Persons in BHEL, Ramachandrapuram, and Hyderabad-32.
- (c) “Insurer” means a General Insurance Company from whom the Company/Insured takes the insurance cover for the Scheme.
- (d) “Named persons” means all those persons mentioned in the list provided by BHEL under Category A.

- (e) “Unnamed Persons” under category B means all persons other than those provided in the named list and engaged by various contractors in BHEL factory, township & ETP in Ramachandrapuram.
- (f) “Unnamed Persons” under category C means all visitors, students doing project work / internship and drivers & cleaners of lorries / trailers and other heavy vehicles at BHEL premises, Ramachandrapuram.

Note: In case of doubts/clarifications on this Scheme, Head HR of BHEL, Ramachandrapuram, Hyderabad is the authority, whose decision is final.

III. LANGUAGE OF TENDER:

- a) The bid submitted by the tenderer and all other correspondence and documents in respect of the Notice Inviting Tender made with the Company shall be in English only.
- b) Tender prices shall be quoted in Indian Rupees only.

The BHEL Group Personal Accident Insurance Policy shall cover 100% of the sum insured on account of accidental deaths, that occur in the following cases:

- i) For named persons in category A - Within Telangana State covering round the clock
- ii) For unnamed persons in category B - While on duty/on the job coverage;
- iii) For unnamed persons in category C - Within BHEL factory premises in Ramachandrapuram

The Policy shall cover all the named and unnamed persons and any changes such as **additions & deletions** in the named persons list will be provided by BHEL from time to time.

IV. SUBMISSION OF BIDS:

The following are the documents required to be submitted by the Insurance Company interested in offering and operating the Scheme

PART-A : TECHNICAL BID:

Bidder to provide the following details: Name of the Insurance Company, Address of the Company, Fax and E-mail ID. Name, Designation and Contact Phone No. of the authorised official of the Bidder to whom all the reference shall be made.

PRE-QUALIFICATION CRITERIA:

The bidder shall furnish proper documentary proof in support of its pre-qualification criteria covering the following aspects:

(i) The bidder should be an Insurance Company authorized to conduct the business of Group Personal Accident Insurance by the Insurance Regulatory and Development Authority (IRDA). Enclose copy of self declaration to the effect that the bidder is authorised by IRDA to conduct Group Personal Accident insurance business.

(ii) The Bidder shall submit a copy of proof of 'Group Personal Accident Insurance' Policy previously issued and extended coverage for 5000 number of lives in one calendar / financial year under any Personal Accident Insurance Scheme (PAI) in aggregate during the last seven years.

(iii) Declaration from the bidder/insurer that the Insurance Company has not been banned/debarred by any State Government/Central Government or its Agencies or disqualified in participating in the Government schemes as per IRDA guidelines.

(iv) Solvency ratio of insurer for the last One year i.e., 2014-15. Enclose self attested copy of solvency ratio certificate.

(v) Bidder to submit an undertaking that they have submitted their Bid as a single entity only and have not formed a Consortium for the scheme.

(vi) The Company reserves its right to disqualify the Bidder who has been banned or debarred after submission of bids and before completion of tender process.

Tender Enq. No. HY/HR/IR/GPA/OT-1/2015-16, date: 24-07-2015

(vii) Any kind of Cartelization for bidding the scheme is not allowed.

(viii) Annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be submitted (i.e. balance sheet & P&L account for last 3 years) – preferably certified by Chartered Accountant. In the last 3 (three) years turnover, previous year turnover is compulsory.

(ix) Declaration sheet as per annexure 1

PART B – PRICE BID

i). The Scheme shall provide insurance coverage for approximately 5924 persons (named and unnamed) in BHEL as follows:-

Sl. No.	Items description of insurance /sum assured	Approximate No. of Persons to be covered.	Premium including all taxes (exclusive of service tax) per person for one year	Total Premium including all taxes (exclusive of service tax)
1	2	3	4	5 = 3x4
a	Premium rate for named persons under Category-A	4821		
b	Premium rate for Unnamed persons under Category-B	603		
c	Premium rate for Unnamed persons under Category-C	500		
d	Total(1+2+3):	5924	Total(a+b+c):	

i. Total premium amount (Total=a+b+c): in words in Rupees:_____

ii. The premium quoted should be exclusive of Service tax.

iii. Service tax at the applicable rate will be paid by BHEL, R C PURAM, Hyderabad.

iv. The details of the Price bid shall be furnished in the above mentioned format only.

- v. The Price bid submitted by the Bidder shall be valid for a period of 120 days from the date of opening of technical bid.
- vi. The premium rate for person quoted will be valid for one policy year for the number of insured persons as communicated by BHEL, Ramachandrapuram from time to time.
- vii. BHEL reserves the right to extend the policy on the same terms and conditions at its discretion. No claim bonus or proportionate discount if any, to be considered by Bidder if BHEL renews / extends the policy for the second year. The insurance company is bound to execute the policy on such extended period of contract on the same terms and conditions without any demur. If the insurance company does not extend the policy BHEL reserves the right to place the policy on other insurance company the risk and cost of the defaulting insurance company.

VI. MODE OF SUBMISSION:

- i. The Envelope containing the technical bid shall be marked in bold as **“Part A -TECHNICAL BID FOR IMPLEMENTING, the Group Personal Accident Insurance Scheme for persons (named and unnamed) in BHEL, Ramachandrapuram, Hyderabad-32.”** Tender No. and date shall be written on the top of the cover.
- ii. Price bid should be sealed in another envelop clearly marked in bold as **“Part- B, Price bid For Implementing, the Group Personal Accident Insurance Scheme for persons (named and unnamed) in BHEL, Ramachandrapuram, Hyderabad-32.”**Tender No. and date shall be written on the top of the cover.
- iii. Both the envelopes should have the Bidder’s Name and Address clearly written at the Left Bottom Corner of the envelope.
- iv. Both the envelopes should be put in a larger cover/envelope, sealed and clearly marked in BOLD letters as **“TECHNICAL BID AND PRICE BID FOR the Group Personal Accident Insurance Scheme for persons (named and unnamed)in BHEL, Ramachandrapuram, Hyderabad.”** Tender No. and the date shall be written on the top of the cover.
- v. Technical bid will be opened first. After verifying the technical bid and ascertaining the pre-qualification criteria the price bids of those qualified technically will only be opened.
- vi. The offer shall remain valid and open for acceptance for a period of 120

Tender Enq. No. HY/HR/IR/GPA/OT-1/2015-16, date: 24-07-2015

days from the date of opening of technical bid. In exceptional circumstances, prior to the expiry of the original time limit of 120 days, the bidders consent may be solicited for an extension of the period of validity. The request and the responses thereto will be made in writing.

vii. The bid may be liable to be rejected, if the Price bid is not submitted in the prescribed format.

VII. SIGNATURE ON EACH PAGE OF DOCUMENT:

The competent authority of the bidder must sign and put official stamp on each page of the tender documents including Technical bid and Price bid. If any page is unsigned it may lead to rejection of the bid.

VIII. AMENDMENTS TO TENDER DOCUMENTS:

At any time after the issue of tender documents and before opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and communicate/upload/advertise the corrigendum in the same manner as in the Notice Inviting Tender for the information of those who have received the tender documents from the website www.bhel.com and such amendments will form part of the tender document.

IX. DEADLINE FOR SUBMISSION OF BID:

Completed Tender documents shall be received in the office of SDGM (CMM), Tender Box, Vendor Complex, Administrative Building, BHEL, Ramachandrapuram, Hyderabad-32 on or before dt. 09-08-2015 at 11.00 hrs. Tender documents received later than the prescribed date and time shall not be opened and shall be returned unopened to the concerned Bidder. Delay due to postal or any other reason will not be condoned.

X. PROCEDURE FOR EVALUATION OF BIDS AND AWARD OF CONTRACT:

(i) The bids will be evaluated by Tender Scrutiny and Evaluation Committee with a panel of officials nominated by Tender Inviting Authority.

(ii) The technical bids will be opened on 09.08.2015 at 13.00 hrs at Vendor Complex, Administrative Building, BHEL, Ramachandrapuram, Hyderabad-32. One authorized representative of each Bidder will be allowed to attend.

(iii) Once the technical bids have been evaluated, only the Technically qualified Bidders will be informed about the details of opening of Price bids and such Price bids will be opened in the presence of the authorized representatives of each qualified Insurance Company.

(iv) The lowest bidder will be eligible for the award of Contract on overall basis.

(v) A pre-bid meeting may be conducted to clarify any details, if any raised by the bidders in the scheme at the option of BHEL, Ramachandrapuram

(vi) In case more than one agency/bidders becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 bidders only to decide final bidder with further lowest rates. No bidder shall quote more than his original tender value while re-quoting.

XI. RIGHT TO NEGOTIATE AT THE TIME OF AWARD:

The Tender accepting authority reserves the right to negotiate with lowest evaluated bidder after opening the Price Bid.

XII. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

The Tender accepting authority of BHEL, Ramachandrapuram reserves the right to cancel the tender process and reject all bids at any time/at any stage without assigning any reason prior to the award of contract, without thereby incurring any liability to the bidders.

BHEL reserves the right to accept or reject any or all proposals without assigning any reason. No tenderer shall have any cause of action or claim against BHEL for rejection of his proposal.

All tenderers are hereby cautioned that conditional offers with deviations from the tender conditions and other requirements stipulated in the tender documents are likely to be rejected.

XIII. COMPLIANCE WITH THE LAW.

The INSURER at its sole risk and expense, at all times during the term thereof shall promptly comply with all legal requirements. The INSURER shall comply with all applicable Statutes, ordinances, rules and regulations of Central, State governments and IRDA.

Submission of false or incorrect information, history of delayed settlement of claims, reports of unprofessional conduct, among other things, shall be

sufficient grounds for disqualification.

XIV. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

The letter of Award will be issued to the successful bidder (L1) by BHEL, Ramachandrapuram, Hyderabad-32. The contract / policy will come into force from the date of issue of LOI. 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 etc/.,

Insurer shall submit Insurance Policy document to BHEL, RC Puram, Medak within weeks' time of receipt of first premium payment.

BHEL will not be bound by any Power of Attorney granted by the Insurer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes at its discretion after seeking proper legal advice.

XV. CLAIM SETTLEMENT:

The Insurance Company shall be liable to settle the claim within 30 days from date of submission of documents and in case of delay, the reasons have to be informed to BHEL. If reasons are not found justified, then the Insurance Company shall be liable to pay claim amount with interest as per latest IRDA Notification.

In case, the Insurance Company provides any other benefit/s, other than those detailed hereunder within the premium quoted, details of such additional benefit/s may be furnished. (However this shall not be considered in tender evaluation but will be binding on the Insurance Company in case the policy is obtained from such Insurance Company). Interest @ 2% over bank rate will be payable in case of delay in settlement of claim.

If any claim is repudiated by the successful bidder on any grounds, the investigation report along with the reasons for the same has to be provided to BHEL within 10 days of such report.

XVI. CLAIMS:

BHEL, Ramachandrapuram shall submit the claim on behalf of legal heir/s of the named and unnamed persons along with the following documents only:

- i) BHEL covering letter claiming insurance amount on behalf of deceased.
- ii) Attested copy of Death Certificate.
- iii) Attested copy of Post Mortem Report.
- iv) FIR copy.

Tender Enq. No. HY/HR/IR/GPA/OT-1/2015-16, date: 24-07-2015

The insurance company shall settle the claim amount within 30 days from the date of submission of the claim and transfer the settled claim amount to BHEL, Ramachandrapuram by EFT to enable BHEL, Ramachandrapuram to disburse amount to family members of the deceased.

XVII. INDEMNITY AGAINST ALL ACTIONS OF INSURER:

The Insurer shall hold and save harmless and indemnify BHEL, Ramachandrapuram, Hyderabad-32, from and against all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Company, by reason of any act or omissions of the Insurer, his agent or his employees, in the execution of the Insurance or in guarding of the same. All sums payable by way of compensation under any of these conditions, shall be considered as reasonable compensation payable to the Company, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

In case of any conflict arising between the NIT terms and conditions vis-à-vis any Insurance Policy conditions, the terms and conditions of NIT shall be final and shall only prevail and parties to the insurance contract shall be bound by the terms and conditions of NIT.

XVIII. CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of contract shall not be disclosed to bidders or to any other persons not officially concerned with such process until the letter of Award is issued.

XIX. CANVASSING, FRAUDULENT AND CORRUPT PRACTICES:

Bidders are hereby informed that canvassing in any form for influencing the process of letter of award would result in disqualification of the Bidder. Further, they shall observe the highest standard of ethics and will not indulge in any corrupt, fraudulent, coercive, undesirable or restrictive practices, as the case may be.

XX. PERIOD OF AGREEMENT:

The agreement will be in force for a period of one year from the date of commencement of the Scheme. The premium rate quoted for one year policy period shall be valid for two policy years for the number of insured persons as communicated by BHEL, RC Puram at the beginning of each policy year.

XXI. RIGHTS OF BHEL: BHEL reserves 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 may decide to cancel policy:

If the insurance company 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 then BHEL has right to recover the losses occurred before and arising out of termination.

To terminate the policy after due notice of seven days and recover the losses sustained in getting the balance period of risk coverage through third party insurance company.

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

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 Policy cover period.

BHEL shall be issuing enquiry to insurance company and all dealings before and after the award of contract will be done only with insurance company directly. No broker /agent will be allowed to handle issues concerning award of contract.

BHEL will not be bound by any Power of Attorney granted by the insurance company 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 under proper legal advice, the cost of which will be chargeable to the insurance company concerned.

XXII. ARBITRATION :

All disputes arising in connection with the contract shall be settled by mutual consultation/Conciliation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL Ramachandrapuram, Hyderabad Unit. The award of the arbitrator shall be

Tender Enq. No. HY/HR/IR/GPA/OT-1/2015-16, date: 24-07-2015

final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award.

All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

XXIII. BREACH OF CONTRACT:

If any breach is committed by the Insurer to whom the contract is awarded, in delivery of the services stipulated herein or in the due performance or observance of the provisions of the Agreement, then **BHEL** shall be at liberty to terminate this agreement by giving the INSURER 15 days' notice in writing and in the event of the Insurer does not rectify the defect/deficiencies of Service brought it to their notice, on expiry of the aforesaid notice period, this agreement shall stand terminated.

BHEL also reserves the right to seek exemplary damages and indemnification that the insurer shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and BHEL shall not be liable or responsible for any of the act or omissions committed on the part of the insurer.

XXIV. CONSEQUENCES OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the policy on account of breach of contract and/or shift the work to another insurance company, the balance period of risk coverage may be got completed by any other means at the insurance company's risk and cost provided, that in the event of the cost of completion (as certified by the BHEL which shall be final and binding on the insurance company) being less than the premium paid, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the insurance company under the contract, the insurance company shall pay the excess amount demanded by BHEL. In case the payment of premium refund is not received in time, asked for, BHEL reserves the right to recover the same from any of the policies in force. This will be without prejudice to the rights of BHEL under the contract for any other action(s) including termination of the policy or policies.

All the applicable Indian laws, Rules and Regulations and CVC guidelines will be applicable to this tender.

XXV. INFORMATION RELATED TO PREVIOUS YEARS:

Sl. No.	Year	No. of Claims /Deaths	Claims settled / amount received as on date (Rs.)
1	2010-2011	3	15 lakhs
2	2011-2012	3	15 lakhs
3	2012-2013	6	30 lakhs
4	2013-2014	0	0
5	2014-2015	6	20 lakhs

XXVI. Guidelines issued by IRDA from time to time with regard to Insurer's responsibility and 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 point of view.

Encl: Annexure 1

DECLARATION SHEET

I

.....

hereby certify that all the information and data furnished by me with regard to this Tender Specification No. HY/HR/IR/GPA/OT-1/2015-16, date: 24-07-2015 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 duly authorised representative of the under mentioned tenderer.

Authorised representative's signature with Seal of Bidder