

**BHEL, RAMACHANDRAPURAM, HYDERABAD-32**  
**HR DEPARTMENT**  
**PHONE NO. 040-23182320; Email:bsb@bhel.in**

**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, Permanent Total & Partial Disablement & Temporary total disablement
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 <a href="http://www.bhel.com">www.bhel.com</a> . 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	NIL
8	Last Date & Time for seeking Queries / clarifications, if any	on 28-11-2019 before 10.00 hrs
9	Last Date & Time for submission of tender	on 29-11-2019 at 11:00 hrs
10	Date & Time for opening of Technical Bid.	On 29-11-2019 at 13.30 hrs
11	Tenders to be submitted to	DGM (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 and also Permanent Total & Partial Disablement and Permanent Disability.

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.

**NAMED POLICY - CATEGORY A - 24/7 hrs coverage  
(Sum Insured for Rs. 5,00,000/-)**

<b>Sl. No.</b>	<b>Category</b>	<b>No. of Persons.</b>
1	BHEL Labour Contract Co-Operative Society Ltd. (BLCCS)	412
2	Gram Vikas Seva Samithi (GVSS)	122
3	Ladies Welfare Centre (LWC) (Job typing)	288
4	Apprentice	520
5	Contract labour	2035
6	Adhoc paid Para Medical staff	29
7	Drivers	78
8	Security Guards (Home Guards)	54
	<b>Total</b>	<b>3538</b>

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

<b>Sl. No.</b>	<b>Categories</b>	<b>No. of Persons.</b>
1	Contract Labour	200
2	Contractors	46
3	Contractor's Supervisors	54
4	Subcontract Staff	30
5	Adhoc paid Doctors	21
	<b>Total</b>	<b>351</b>

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

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

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 and Permanent Total Disablement and Permanent Partial Disability the insurer will pay the specified percentage of the Capital Sum Insured as compensation as per schedule enclosed as ANNEXURE-I 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 4500 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., 2018-19. 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.

(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 II

### **PART B – PRICE BID**

i). The Scheme shall provide insurance coverage for approximately 4385 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	3538		
b	Premium rate for Unnamed persons under Category-B	351		
c	Premium rate for Unnamed persons under Category-C	500		
d	Total(1+2+3):	4385	Total(a+b+c):	

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

ii. The premium quoted should be exclusive of GST.

iii. GST 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.

**V. GST CLAUSES:**

- a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
- c) The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter /Intra state movement Supply of goods and services or both.
- e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

- g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- h) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- i) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- k) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- l) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

**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 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](http://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 DGM (CMM), Tender Box, Vendor Complex, Administrative Building, BHEL, Ramachandrapuram, Hyderabad-32 on or before dt. 29-11-2019 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 29.11.2019 at 13.30 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, HYD-32.

(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, Hyderabad - 32 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 for cases of death:

- 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.

For cases of Permanent Total Disablement and Permanent Partial Disability:

- (i) BHEL covering letter claiming insurance amount on behalf of deceased.
- (ii) Attested copy of Medical Certificates.

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 for cases of death and to the self for cases of Temporary partial/permanent disablement.

**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-32

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:**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof

Except as provided else in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference, arising out of the formation , breach , termination , validity or execution of the contract ; or the respective rights and liabilities of the parties ; or , in relation to interpretation of any provision of contract ; or , in any manner touching upon the Contract , then , either party may , by a notice to the other party refer such dispute or difference to the sole arbitration appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory or enactments thereof and the rules made thereunder and for the time being in shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy.

The cost of arbitration shall be borne as per the ward of the Arbitrator.

Subject to the arbitration in terms of clause \_ above , the courts at Sangareddy/Hyderabad shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable :

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, 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 further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

#### **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.	Policy Year	No. of Claims due to accidental Death	Claims settled
1	2015-2016	2	2
2	2016-2017	1	1
3	2017-2018	1	1
4	2018-2019	2	Under process

**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.

**Annexure-I** (table of losses & sum payable)

Sl.no	Permanent Total Disability	% of sum insured
1	Both Hands or Both Feet's	100%
2	One limb or One eye	100%
3	Permanent Total Disablement from injuries	100%
4	One Hand and One Foot	100%
5	Either Hand or Foot and Sight of One Eye	100%
6	Speech and Hearing in Both Ears	100%

Sl. No.	Permanent Partial Disability	Percentage of Capital Sum Insured Capital Sum Insured %
i	Loss of toes - all	20
	Great - both phalanges	5
	Great - one phalanx	2
	Other than great, if more than one toe lost each	1
ii	Loss of hearing - both ears	75
iii	Loss or hearing - one ear	30



iv	Loss of four fingers and thumb of one hand	40
v	Loss of four fingers	35
vi	Loss of thumb - both phalanges	25
	one phalanx	10
vii	Loss of index finger	10
	three phalanges or	
	two phalanges or one phalanx	
viii	Loss of middle finger	6
	- three phalanges or	
	- two phalanges or one phalanx	
ix	Loss of ring finger	5
	- three phalanges or	
	- two phalanges or one phalanx	
x	Loss of little finger	4
	three phalanges or	
	two phalanges or one phalanx	
xi)	Loss of metacarpals	3
	- first or second	
	- three phalanges or 10 third, fourth or fifth (additional)	
xii)	Any other permanent partial disablement as decided by Competent Authority- Certified by Orthopaedic Surgeon of Government Hospital/ESI	

If such injury shall be sole and direct cause of **Temporary total disablement**, then so long as the Insured person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs.5000 per week in all, under all personal accident policies covering such insured person. Provided that the compensation payable under the foregoing Sub-Clause (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured applicable to such insured person.

**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-1/2019-20, date: 16.11.2019 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