

Bid Document

Bid Details	
Bid End Date/Time	10-12-2022 17:00:00
Bid Opening Date/Time	10-12-2022 17:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Heavy Engineering Corporation Limited (hec)
Office Name	Ranchi
Item Category	Liability Insurance Service - Employer's liability and workers' compensation
Contract Period	1 Year(s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	5 Days
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference

Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required

Service Provider and it's insurance company must have been in the Insurance business in India for at least XX years:NA

Buyer to specify the Service Provider must have a Solvency Ratio more than YYY%:NA

Service Provider and it's insurance company should currently be providing insurance to at least YY Government, Semi-government,PSU,Govt. Undertaking,Autonomous bodies,Educational institutes of national repute,etc.:NA

Service Provider and it's insurance company should be providing insurance to at least XX clients in India where the annual premium is more than INR XX for each client:NA

Service Provider and it's insurance company should be providing insurance to at least XX clients in India where the insurance cover (sum insured) is more than INR XX for each client:NA

The bidder should have a claim settlement ratio of more than ZZ% for (Type of Insurance) over the last 3 years:NA

More than YY (type of Insurance) Insurance Policies should have been issued to govt depts in past 3 years with Sum Insured not less than INR XX:NA

Gross Total Premium underwritten within India in last XX Financial Years should be more than INR Rs. XXX Crores.:NA

Gross Total Premium for (Type of Insurance) underwritten within India in last XX Financial Years should be more than INR Rs. XXX Crores:NA

Details of insurance including specifics of coverage:<1669806524.pdf>

Liability Insurance Service - Employer's Liability And Workers' Compensation (1)

Technical Specifications

Specification	Values
Core	
Type of Insurance	Employer's liability and workers' compensation
AOA:AOY Limit Ratio	1:1
Premium Payment Options	Single Premium

Specification	Values
General Insurance List of Insurer from where insurance to be taken(can indicate multiple service providers)	United India Insurance Co. Ltd. , The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , National Insurance Co. Ltd.
Addon(s)	
Additional Details	
Insurance Start Date	2022-12-31T18:30:00.000Z
Insurance End Date	2023-12-30T18:30:00.000Z

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Quantity (Please input as 1)	Additional Requirement
1	Shailendra Shrivastava	486892,QTR. NO. C-35, NCL, BLOCK B COLONY, SINGARAULI , SIDHI, MDHYA PRADESH	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. **NOTE :**

(1) The insurance shall be in the joint name of (i) M/s Heavy Engineering Corporation Limited (HEC), Ranchi-834004 (Jharkhand) (Client) and (ii) M/s Northern Coalfields Limited (NCL), Dist.:- Singrauli (M.P) (Owner).

(2) The tenderer will take **Normal Excess** in their offer for deriving the premium.

(3) Premium shall be subject to adjustment on completion of the Project.

(4) Over Declaration: No extra premium will be given in respect of declaration in excess of amount insured by this policy or subsequent endorsement.

(5) The Client HEC may from time to time, during the pendency of the contract, ask Insurer to limit the insurance coverage risks.

(6) The premium will be paid in one Installment.

(7) No claims will be entertained by the client other than the premiums.

(8) Refund:- In the event of cancellation refund of premium will be as per All India Tariff.

(9) Insurance claims, payable by the insurers, may have to be paid directly to the Owner M/s Northern Coalfields Limited/Sub-contractor/Vendors as the case may be on the advice of Heavy Engineering Corporation Limited within a month after giving notice thereof.

(10) Change in a Firm :

Where the Insurer is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing by HEC (which may be granted only as an exception) of a written undertaking by the new partner to perform the Insurance Policy and accept all liabilities incurred by the firm under the Insurance Policy prior to the date of such undertaking.

On the death or retirement of any partner of the Insurance firm before complete performance of the Insurance Policy, HEC may at this option cancel the Insurance Policy. In such case the Insurer shall have no claim whatsoever to compensation against HEC.

If the Insurance Policy is not determined as provided above notwithstanding the retirement of a partner from the firm he shall continue to be liable under Section 32 of the Partnership Act has been sent by him to the Client HEC by registered post acknowledgement due.

(11) Consequence of Breach :

Should the Insurer or a partner in the Insurer's firm commit breach of either of the clauses (2) (iv) and (5) of this additional terms and conditions, it shall be lawful for HEC to cancel the Insurance Policy.

The decision of Heavy Engineering Corporation Limited as to any matter or thing concerning or arising out of this clause or any question whether the supplier or any partner of the Insurer firm has committed a breach of any of the conditions in this clause contained shall be final and binding on the Insurer.

(12) The purchase order will be awarded to **L-1 tenderer on Package basis.**

(13) Pre Qualifying Criteria:

Tenderers are required to upload relevant scan copy of documentary

evidence in their offer towards proof that the tenderer is a “Nationalized Indian insurance company”.

(14) Extension of WC Policy:-

The extension of WC policy at same rate, terms and conditions (If required by Employer) shall be acceptable by successful tenderer.

ADDITIONAL TERMS & CONDITIONS:

1. In line with GTC & functionality of GEM and the payment of premium shall be kept as below:-

“Total premium inclusive of GST shall be paid vide NEFT/RTGS on submission of Proforma Invoice”.

2. LEGALITY AND DISPUTE SETTLEMENT:-

- (i) This order/purchase order shall be governed by and interpreted according to the relevant laws of India with jurisdiction of Courts at Ranchi.

- (ii) Any dispute that may arise between the parties out of or in connection with this order/purchase order or for the breach thereof, shall be settled amicably and in good faith by negotiations between the designated executives of the parties at the first instance.

- (iii) In the event, the parties fail to resolve the disputes of differences arising out of or in connection with the order/purchase order or execution thereof through amicable settlement, the same shall be referred to settlement through “adjudication” of the same by the sole arbitrator appointed by PURCHASER. Such arbitration shall proceed as per the provisions of Arbitration and Conciliation Act 1996 and/or amended from time to time.

- (iv) The arbitration shall be governed by and in accordance with the Arbitration and Conciliation Act. 1996 for adjudication of the disputes and differences including claims and counter-claims of the parties. The award rendered shall be final and binding upon both the parties.

- (v) The venue of arbitration shall be normally at Ranchi only. Unless and until agreed otherwise by the parties.

- (vi) The courts at Ranchi in the State of Jharkhand shall have the exclusive

jurisdiction in respect of all the disputes arising out of this contract.

3. All the clauses of Order No. F No. 6/18/2019 - PPD dated 23.07.2020 issued by Ministry of Finance (dept. of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>). All bidders are required to furnish declaration in compliance to this order.
4. One bidder can submit only one offer (either directly or through their authorized channel partner).
5. Other Terms and Conditions:

Other terms and conditions shall be as per General Conditions of Contract of the Corporation available at www.hecltd.com, GTC of GEM (available at www.gem.gov.in) and as per policy of GEM.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---