



Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
Crane Execution Division

No: No: HMB/CED/MCE/NINL/099&100/2012- 753

Dtd-16.08.2012

To

1. M/s United India Insurance Co. Ltd., BO- Doranda, Ranchi
2. M/s The Oriental Insurance Company Ltd, Ranchi
3. M/s National Insurance Co. , Ranchi
4. M/s The New India Assurance, Ranchi
5. M/s Bajaj Allianz General Insurance Co Ltd, Ranchi
6. M/s ICICI Lombard General Insurance Co. Ltd, Ranchi
7. M/s IFFCO-TOKIO General Insurance, Ranchi
8. M/s TATA AIG GIC Ltd, Ranchi
9. M/s Future Generali India insurance Company Ltd, Ranchi
10. M/s Reliance GIC Ltd, Ranchi

Sub: Limited Tender Enquiry for Insurance for Transit (From Ranchi to NINL, Duburi), storage at site, erection & commissioning of EOT Cranes under Marine Cum Storage cum Erection policy (MCE),

Dear Sir,

You are requested to submit the offer of insurance for **"All plant & equipment and supplies under the scope covering physical loss and/or damages thereof, during transit, and/or Marine insurance until receipt of material/goods by the purchaser at site for all such amounts to protect the interest of the purchaser against all risks including but not limited to the loss or damage during transit & handling, theft, pilferage, riots, civil commotion, weather conditions, accidents of all kinds, fire, war, risk (during ocean transportation only) etc.** The specification for the same is enclosed as **Annexure 'A'**. The mile stones are as under:

SL.No.	Description	Value (Lakhs.)
1.	Supply of plant, Machinery & Equipment, 2 years operational & maintenance spares	713.918
2.	Erection & Commissioning charges	37.65
3.	Owners surroundings property + TPL liabilities	30.00
4.	Total sum to be insured	781.57
5.	Policy period	01 year (Date will be intimated later)
6.	Site Location	M/s NINL, Duburi
7.	Suppliers address	M/s Heavy Engineering Corporation Limited, Dhurwa, Ranchi, Jharkhand-04

The offer should be submitted in **Single part** which consists techno commercial, payment mode term, price Bid etc.

Last date of submission of Tender: 29.08.2012

Opening of Tender on: 30.08.2012

Regards.

(S.Maher)

Assitt. Manager

Crane Execution Division

Room No. 64, HMBP ADM Buidg.

HEC LTD, Ranchi-834004

Phone 0651-2400988, Fax No. 0651-2401166

shivrajmaher@hecltd.com, chandrashekhar@hecltd.com

INSURANCE

- a) The Contractor, within the Contract price shall arrange, secure and maintain during execution of the Contract, insurance as may be necessary or required by law for purpose of this Contract and for all such amounts to protect the interest of the Purchaser against all risks as detailed herein. The form and the limit of such insurance as defined hereunder together with the under-writer thereof in each case shall be acceptable to the Purchaser. However, irrespective of such acceptance, the responsibility to maintain insurance at all times during the period of 'Contract' shall be that of the Contractor alone. All policies as stipulated shall remain valid during the tenure of the Contract. The Contractor's failure in this regard shall not relieve him of any of his Contractual responsibilities and obligations.
- b) The Contractor shall arrange, secure and maintain comprehensive Insurance of all plant and equipment covering fire, physical loss and/or damages thereof, during transit, storage-cum-erection and commissioning until final take over of the unit(s) by the Purchaser, for all such amounts to protect the interest of the Purchaser against all risks including but not limited to the loss or damage during transit & handling, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such Insurance shall cover the entire value of the 'works' as specified by Purchaser.
- c) For taking out equipment/materials for refurbishment/repair from the site) the Contractor shall give an undertaking that the insurance cover taken by them covers the risk including but not limited to loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. in respect of to and fro movement as well as during refurbishment/repair of such equipment/materials. In case the Contractor requires a separate insurance cover for such equipment/materials, the equipment / materials shall be released and handed over to the Contractor for taking out for refurbishment/repair after the Contractor submits copy of such insurance cover taken by him.
- d) Apart from the sum assured for the site cost of the equipment and inclusive of storage cum erection and commissioning cost, the following risks are also to be covered in the Insurance Policy.
- (i) Reinstatement value clause
 - (ii) Extended maintenance coverage for Contractors liability in respect of any loss or damage occurring during the Warranty Period.
 - (iii) Deductible franchise: The Contractor shall bear in full the amount of deductible franchise prescribed by the Insurance Company. The amount shall not be paid for by the Purchaser.
- e) The Contractor shall deposit copy of Insurance Policy/Policies along with copies of Receipts for premium to the Purchaser within 14 days of mobilization at site or such other lesser time as is necessitated by the work, failing which the Purchaser shall have the right to take out Insurance covers at Contractor' expenses and deduct the amount of such premium paid/ to be paid from any money due or becoming due to the Contractor, without prejudice to any other rights of the Purchaser.

The above insurance policies shall be kept valid during the tenure of the Contract. Contractor shall also furnish to Purchaser any amendments thereto and prompt notification of any cancellation or termination thereof. In case the policies are not renewed timely by the Contractor, the Purchaser shall have the right to renew / revalidate all such policies at Contractor's expenses and deduct the amount incurred towards premium from any money due or becoming due to the Contractor, without prejudice to any other rights of the Purchaser.

The Contractor shall pay necessary premium as required under the terms of the policy. Should the Contractor default in paying any premium when due, Purchaser, without

prejudice to other remedies set forth in this Agreement, shall be at liberty to pay such premium and recover the same from the Contractor.

- f) The Contractor shall provide the Purchaser with a copy of all insurance policies and documents taken out by him in pursuance of the 'Contract'. Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage. The Contractor shall also inform the Purchaser in writing at least 60 days in advance regarding the expiry cancellation and/or change in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- g) The Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineering and other Supervisory staff who are not covered under above Clause.
- h) The Contractor shall take insurance policy from Branch office of one or more Nationalized Indian Insurance Company(s).
- i) The Purchaser shall be the principal holder of the policy along with the Contractor & his consortium Partner Contractors. Sub-Contractors of the Contractor shall not be holders or beneficiaries in the policy nor shall they be named in the Policy. Purchaser reserves the exclusive right to assign the Policy.
- j) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- k) Any loss or damage to the equipment during handling, transporting, storage and erection, till such time the respective unit and common systems are taken over by the Purchaser, shall be to the account of the Contractor. The Contractor shall be responsible for referring of all claims as applicable and make good at the his own cost for the damage or loss by way of repairs and/or replacement of the portion of the "Works' damaged or lost for the timely commissioning of the equipment/completion of the works.
- l) In all cases, the Contractor shall lodge the claims with the Underwriters and also get the claims settled. However, the Contractor shall proceed with the repairs and/or replacement of the works in their scope without waiting for the settlement of the claims. In case of seizure of any materials by concerned authorities, the Contractor shall arrange prompt release against bond, security or cash as required. Purchaser will extend all assistance to the Contractor in such a case.
- m) All the insurance claims pertaining to their scope shall be processed by the Contractor and the missing/damaged works shall be replaced/repared by them without any extra cost to the Purchaser and without affecting the completion time.

n) Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India) as amended from time to time. This policy shall also cover the Contractor against all claims for injury, disability, disease or death of his or his Sub- Contractor's employees which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's compensation	: As per statutory provisions.
Employees' Liability	: As per statutory provisions.

o) Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Purchaser's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the ownership of such vehicles.

The liability covered shall be as per statutory requirements unless otherwise stated in SCC.

p) Comprehensive General Liability Insurance

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub- Contractors or from riots, strikes and civil commotion.

- q)** While carrying out the work at site, appropriate Insurance Policy shall be taken by the Contractor to cover damage, loss, injury, accidents to lives and properties of Contractor, Purchaser/ Third parties in the vicinity.
- r)** Notwithstanding all these Insurance Policies, the Contractor shall be solely liable and responsible for any or all damages/losses /arising during the execution of the Contract and the Purchaser shall not be held responsible on any account whatsoever.
- s)** Any such insurance requirements as are hereby established as the minimum policies and coverage which Contractor must secure and keep in force. Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expense.
- t)** The provisions contained within this clause are not intended and do not impair or in any manner limit the liabilities or obligations assumed by the Contractor as may be set forth elsewhere in this Contract.

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