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NOT FOR PUBLICATION

BHARAT HEAVY ELECTRICALS LIMITED



TENDER SPECIFICATION

FOR

MARINE-CUM-STORAGE-CUM- ERECTION ALL RISK INSURANCE

2X20 MW HEP, RahuGhat HEP Dist: Myagdi, Nepal

for

M/s Rahuganga Hydropower Limited (RGHPL)

TENDER NO.: BHEL: CO: FIN: INS: RGHPL 2X20 MW RahuGhat HEP, NEPAL

VOLUME – I

TECHNO-COMMERCIAL BID

BHARAT HEAVY ELECTRICALS LTD.

CORPORATE FINANCE

BHEL HOUSE, SIRI FORT

NEW DELHI – 110 049.

DATE OF SUBMITTING OF BIDS – On or before 1600 Hrs. (IST) on 1st July 2022

DATE OF OPENING TECHNO-COMMERCIAL BIDS –1630 Hrs. (IST) on 1st July 2022

PLACE OF BID OPENING: 5th Floor, BHEL HOUSE, SIRI FORT, NEW DELHI-110049



BHARAT HEAVY ELECTRICALS LTD.

(A Government of India Undertaking)

CORPORATE FINANCE DEPARTMENT

BHEL HOUSE, SIRI FORT

NEW DELHI – 110 049.

BHEL: CO: FIN: INS: RGHPL 2X20 MW RahuGhat HEP, NEPAL

IMPORTANT NOTE

RECEIVER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT TO THE ISSUING AUTHORITY ANY DISCREPANCY IN TIME FOR CORRECTIVE ACTION, IF ANY BEFORE **17th JUNE 2022**. THE TENDERER IS REQUIRED TO SPECIFICALLY MENTION IN A DEVIATION STATEMENT THE CLAUSES OF THE TENDER THAT ARE NOT ACCEPTABLE IN THEIR PRESENT FORM AND ALSO THE DEVIATION SOUGHT, IF ANY, IN CASE THERE ARE NO DEVIATIONS, THE TENDERER SHALL CLEARLY CERTIFY THE SAME IN THE NO-DEVIATION STATEMENT AS WELL AS THE FORWARDING LETTER. IT IS EXPECTED THAT THE DEVIATIONS (IF ANY) SHALL BE BARE MINIMUM AND OFFERS WITH UNACCEPTABLE DEVIATIONS ARE LIABLE TO BE REJECTED WITHOUT ANY FURTHER DISCUSSIONS.

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authorized officials
of Underwriter

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of BHEL





BHARAT HEAVY ELECTRICALS LTD.

(A Government of India Undertaking)

CORPORATE FINANCE DEPARTMENT

BHEL HOUSE, SIRI FORT

NEW DELHI – 110 049.

By Courier / Hand / Regd. Post

LETTER INVITING TENDER

REF: BHEL: CO: FIN: INS: RGHPL 2X20 MW RahuGhat HEP, NEPAL

Dated: 10th June 2022.

M/s _____

Sub: Marine-Cum-Storage-Cum-Erection All Risk Insurance Policy of 2X20 MW HEP, RahuGhat NEPAL for M/s RGHPL.

Dear Sirs,

Sealed tenders are invited in two-bid system where Part-I shall form the **Techno-Commercial Bid** and Part-II shall form the **Price Bid**. A set of tender documents is enclosed for submission of your most competitive offer as well as for the information asked for in the tender specifications, to the undersigned, **latest by 1600 Hrs. (IST) on 1st July 2022**. Techno-Commercial Bid shall be opened at 1630 hrs (IST) on the same day in presence of tenderers who may like to be present at that time. The date of opening of the Price Bid will be intimated subsequently. Bidders may be called for Techno-Commercial discussions, if so required, before price-bid opening. They are requested to keep in touch with BHEL for knowing the date and time of Price Bid opening. **However, in case there is no deviation, Price Bid is likely to be opened immediately after opening of the Techno-Commercial bid. Otherwise, the date of opening of Price Bid will be intimated subsequently.**

All the queries on the tender may please be sent to us latest by 17th June 2022 through email to kamlesh.agarwal@bhel.in and neeraj@bhel.in so as to avoid any delays at the later date. Clarifications/amendments, if any, shall be sent to the Underwriters.

BHEL reserves the right to accept or reject any tender including lowest one, in part or full, without assigning any reason whatsoever. We also reserve the right to choose the Co-Insurer(s) and percentage sharing. BHEL also reserves full right to divide the business between underwriters as it deems fit.

Pre-Qualification Requirements (PQR) for Bidders:

In order to participate in bidding, the bidders must fulfil the following pre-qualification criteria.

1. The bidder shall be an Insurance company registered as an Insurance Company (General Insurance Business) under the applicable laws in Nepal.
2. The Company must have an experience of 5 complete financial years' (as on 31.03.2022) in General Insurance business.

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(Bidders to submit the certified copy of Certificate of registration/incorporation of the company and Certificate/license from Insurance Regulatory body of Nepal for General Insurance/Non-Life Insurance Business)

3. Experience of having underwritten at least one EAR or CAR or SCE or MCE Policy by the bidder during last seven years ending 31.05.2022.

(Bidders to submit the certified copy of at least one EAR or CAR or SCE or MCE Policy underwritten during last seven years ending 31.05.2022, clearly indicating the insurance policy period, coverage and nature of policy)

The bidders are also to note the following:

- a) The bids are to be filled and submitted in English language only. Documents submitted as a part of bid/PQR conditions in any language other than English shall be accompanied by a certified copy of document in English. The certification is to be done by or countersigned by the authorized signatory of the bidder signing the bid documents.
- b) The currency of the contract for insurance premium as well as for claims settlement shall be in Nepalese Rupees (NPR). Bidders are requested to submit their quotes in NPR only.**
- c) The net insurance premium should be quoted exclusive of taxes and duties. The applicable taxes and duties, if any, are required to be indicated/quoted separately.
- d) No subsequent increase in premium rates will be allowed under any circumstances.
- e) Secrecy of BHEL information/ documents to be ensured at all times.
- f) Unsolicited Price bid shall not be entertained.
- g) In case two provisions to the tender are considered to be contradictory, the same shall be pointed out as a part of Techno-Commercial bid. BHEL's decision in this respect will be final.
- h) As part of the tender requirement, all the bidders are required to enter into Integrity Pact with BHEL. Only those bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in the bidding.
- i) The offer of the Bidder shall have to be kept valid for a period of 3 (three) months from the date of opening of Techno-Commercial Bid.
- j) The MCE cover shall start from the date of despatch of first consignment or date of first instalment premium payment whichever is later. The approximate date of likely commencement of despatch is detailed elsewhere in the enquiry.**

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The final date of cover shall accordingly vary and provision for extensions will be available in the policy.

The tender should be submitted in Two Separate sealed covers for price bids /Techno-Commercial bids as follows:

Envelope 1: "TECHNO-COMMERCIAL BID FOR 2X20 MW RahuGhat HEP, NEPAL for RGHPL - MCE POLICY"

Envelope 2: PRICE BID FOR 2X20 MW RahuGhat HEP, NEPAL for RGHPL - MCE POLICY"

These envelopes will be put in a larger envelope superscribing on this envelope "PRICE BID / TECHNO-COMMERCIAL BID FOR 2X20 MW HEP, RahuGhat NEPAL for RGHPL - MCE POLICY COVER."

Tender No. and Due date of Tender Opening also must be superscribed on all the envelopes containing Bids/Tenders.

The bids shall be addressed to the below mentioned addressee and shall be submitted/dropped in the **Tender box** placed at the 5th Floor, Corporate Finance, BHEL House, Siri Fort, New Delhi latest by 1600 Hrs. (IST) on 1st July 2022.

SDGM (FINANCE)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
5th FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No.011- 66337241, 66337253, Fax: 26001143
e-mail: neeraj@bhel.in ; kamlesh.agarwal@bhel.in

Kindly note that in case you are not interested to submitting the offer for any reasons, you may please send a regret letter indicating reasons for the same immediately not later than the due date. Clarifications if any, on the tender shall be sought by the bidders on or before 17th June 2022.

For the sake of understanding, it is clarified that the contents of the Letter inviting Tender is part of Tender terms and conditions.

Thanking you,

Yours Sincerely
for & on behalf of BHEL


SDGM (Finance)

Encl: One set of documents

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of BHEL





PROJECT INFORMATION

Salient features of the Project site:

M/s RGHPL (RahuGanga Hydropower Limited) - has awarded a contract to BHEL for Design, Manufacture, Supply, Installation, Erection, Testing and Commissioning of Electro-Mechanical Works for RAHUGHAT HYDROELECTRIC PROJEXT-2X20 MW on a PLANT & DESIGN-BUILD form of Contract.

The Project is located between the Latitudes 28°22'21" to 28°25'45" N and the Longitudes 83°31'13" to 83°34'35" E in Myagadi District, Western Development Region. The Major Components of the Project lie on the left Bank of RahuGhat Khola. RahuGhat is one of the major tributaries of Kaligandaki River that flows from west to east to meet Kalingandaki River at Galeshwor.

The design discharge will be diverted at the head works in a 6.270 Km headrace tunnel to generate 40MW of power in the powerhouse located on the right bank of Kalingandaki river at Galeshwor. **BHEL storage shall be approx. 8 kms from site.**

The head works of RahuGhat Hydroelectric Project is located about 1.2 KM upstream from the existing suspension bridge that connects the Piple VDC and Jhi VDC. The Proposed headrace tunnel runs along the left bank of RahuGhat Khola through Mauwaphat and Piple villages. The surge Shaft is located at Piple Village and the surface powerhouse lies about 300 upstream from the confluence of RahuGhat Khola and Kalingandaki River on the Beni-Jomson Highway.

RahuGhat HE Project is a peaking run of the River Scheme. The Project envisages to generate 40MW(2X20) of Power by diverting 16.67 cumecs of water through the Head Race Tunnel and Pressure Shaft to a surface Power House located at right bank of Kaligandaki River.

The Project sites are easily accessible by road and Rail. The approximate road distances along the existing roads from the proposed, Project site to various important towns are as under:

- Nearest Indian Port Kolkata 1060 KM
- Raxaul(India)/Birgunj(Nepal) 360 KM (Via Narayanghat, Pokhara and Beni.)
- Nearest International Airport Kathmandu 300KM
- Nearest railhead (broad-gauge) is Raxaul, border Point India.

The tenderers are however, advised to acquaint themselves with the site conditions, before submitting their offer. No complaints whatsoever, on account of non- familiarization with the site conditions, will be entertained.

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For the purpose of erection of these projects, BHEL engages sub-contractors of high competence level and proven capability. Selection of major sub-contractor is done with a stringent system involving BHEL's client. All construction activities are carried out strictly in accordance with field quality plan approved by client. Client is also very actively involved during execution of the work at site with the well-experienced team of BHEL specialists.

As a result of consistent good practices and being an ISO 9000 (Quality Mgmt system), ISO 14001 (Environmental Mgmt system) and OHSAS 18001 (Occupational Health & Safety system) certified organisation, BHEL has achieved remarkable result in this field and also committed to achieve better in times to come.

BRIEF SCOPE OF WORK BY BHEL:

Design, Manufacture, Supply, Installation, Erection, Testing and Commissioning of Electro-Mechanical Works for RAHUGHAT HYDROELECTRIC PROJEXT-2X20 MW on a PLANT & DESIGN-BUILD form of Contract.

MAJOR EQUIPMENTS DETAILS:

- Two (2) Nos. Vertical Shaft Pelton Type Hydraulic Turbines (375rpm with 6 jets) with all accessories
- Two (2) Nos. Governors and Pressure Oil Supply Systems.
- Two (2) Nos. Main Inlet Valves (Spherical Type) and accessories for turbine.
- Two (2) sets of Generator and associated auxiliaries.
- Two (2) sets of GSU and associated auxiliaries.
- One (1) set of Penstock protection valve and auxiliaries.
- Station transformers, station service transformers, DG set etc.
- Two (2) Sets of Cooling Water Supply System, Compressed Air Supply System, one (1) Set each of Overhead EOT Crane for Powerhouse and valve Chamber, Oil Handling & Purifying System, Mechanical & Electrical Workshop Equipment, Air conditioning & Ventilation System, Firefighting System, Elevators.
- Other Key equipment enclosed as Annexure- B.

MILESTONE DATES

<u>SL.NO</u>	<u>MILESTONE ACTIVITY</u>	<u>TENTATIVE DATES</u>
1.	START OF MATERIAL SUPPLY	June 2022
2.	START OF ERECTION	July 2022
3.	COMMISSIONING & HANDING OVER OF LAST UNIT	June 2025 (36 months from commencement of policy)

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SECTION - I

GENERAL INSTRUCTIONS TO TENDERERS

1. This tender, shall be duly signed & stamped on each page and sent in a sealed covers.
2. The Bid/tender may be sent by "COURIER / REGISTERED POST / BY PERSONAL REPRESENTATIVE" with adequate allowance for any delivery delays. The bids shall be addressed to SDGM (Finance), and shall be submitted/ dropped in the Tender box placed at the 5th Floor, Corporate Office, BHEL House, Siri Fort, New Delhi. The tenders received after the Due Date and time of Submission are liable to be rejected.
In exceptional cases, where due to bulky size of the tender documents it is not possible to drop the bids/tender in the tender box, the Tender documents may be handed over to Mr. Neeraj Kumar, SDGM (Finance/Ins.) OR/AND Mr. Kamlesh Agarwal, Dy Manager (Fin./Ins).
3. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those Underwriters or their authorized representatives who may choose to be present.
4. The Underwriters shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting. Only such clarifications that are issued after discussions on technical deviations and which affect the tender stipulations in a substantial manner will be made known to rest of the tenderer before opening the bid. **Bidders may contact us before scheduled opening of the Price Bid to find out whether any clarifications have been issued or not, so as to eliminate chances of the same having not reached the right person/ office despite their dispatch by us.**
5. Underwriters must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification, failing which tender is liable to be rejected.
6. The bidders shall quote the rates both in English words as well as in Figures.
 - a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.
7. All corrections and insertions shall be duly counter-signed by the authorized signatory of the underwriter.
8. The underwriter will not change the dealing office without prior approval of BHEL.
9. **Documents to be submitted by the successful bidder:** In addition to other requisite documents, the following will also be submitted by the successful bidder.
- (i) Sets of claim forms for various covers viz. Theft, Erection claims in adequate number.
 - (ii) Sets of documents needed for settlement of each type of Claim
 - (iii) Nomination of offices/representatives from Delhi and the site location who will attend to the requirements of respective offices, reply to all the queries and coordinate with the serving office/ officials.
10. **Documents to be submitted in the Techno-Commercial Bid:**
- (i) Deviation Statement – **Annexure I**. Deviations, if any, are to be mentioned in the deviation statement only. The deviations mentioned elsewhere in the techno-commercial bid or the Price bid shall not be considered by BHEL.
 - (ii) Declaration sheet – **Annexure II**
 - (iii) Certificate of Declaration for Confirmation of Beema Samiti / TAC / Regulatory Body guidelines – **Annexure III**
 - (iv) Re-Insurance Declaration – **Annexure IV**
 - (v) List of Internationally accepted exclusions – **Annexure V**
 - (vi) Integrity Pact- **Annexure VI**
 - (vii) Un-Priced Price Schedule – **Annexure-VII**

The following documents are also to be annexed as part of the Techno-Commercial Bid:

- (i) Original tender document to be signed and returned as a token of acceptance of tender condition subject to technical deviation mutually agreed between BHEL and successful bidder.
 - (ii) Valid Power of Attorney
11. The terms and conditions regarding Cancellation of Policy and its Consequences shall be in line with the Regulatory Provisions/Beema Samiti / TAC governed Policy wordings.
12. The selected Underwriter will be liable to meet all requirements of the Regulator inclusive of penalties / payment of difference in premium arising out of violations (if any), committed by the Underwriter prior to / during / after the commencement / expiry of coverage of risk under this Policy and BHEL in no way will be responsible for such violations.

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13. **Validity of offer:**

THE OFFER SUBMITTED BY THE UNDERWRITER SHALL BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF THREE MONTHS FROM THE DATE OF OPENING OF TECHNO-COMMERCIAL BID. In case we call party(ies) for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the Tenderers unless otherwise agreed upon.

14. **FORMATION OF CONTRACT**

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, MOM, MOU, Deviation Statement etc

15. BHEL will not be bound by any Power of Attorney granted by the Underwriter 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 proper legal advice.

16. 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. The MOU which will be evolved out of the documents exchanged is from tender to expression of intent will be required to be signed within 3 days of LOI. The Policy document complete with endorsement etc will be made available to the site and Noida office within a week of issuance of cheque, as submission of insurance policy is a pre-requisite of the payment by the customer.

17. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Underwriter who resorts to canvassing are liable to be rejected.

18. **STEPS IN THE PROCESS OF THE TENDER BY BHEL**

18.1 **Technical Qualification:** As a first step of evaluation process, Techno-Commercial bid of all the bidders shall be opened & scrutinized with a view to determine technical acceptability of the offers and to check submission of the required documents. If required, bidders shall be called for technical discussions.

18.2 Issue of clarifications, if applicable

18.3 Opening of price bids

18.4 **Price Bid Evaluation:**

The evaluation shall be on the basis of delivered cost (i.e, "total cost to BHEL"). Party quoting lowest Premium in the Price Bid and adhering to tender stipulations in an unqualified manner will normally be declared L-1.

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18.5 Evaluation in case of more than one L-1 bidder

In Course of evaluation, if more than one bidder happens to occupy the L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

19.0 Business Sharing:

The Consortium of Insurance Companies for the purpose of award of work will consist of a Lead Insurer and a Co-Insurer. The business will be shared in the ratio of 70:30 between the Lead Insurer and the Co-Insurer provided Co-Insurer agrees to match the L1 rate.

19.1 However, in case the parties, who are offered co-insurance share, fails to accept the share of co-insurance, BHEL reserves the right to ask L1 bidder to underwrite 100% policy.

19.2 The Lead Insurer shall be solely responsible to BHEL for effective execution of the Policy including co-ordination with the BHEL Unit(s)/Region(s), Co-Insurer(s) etc. for collection of premium, issue of Policy document and prompt claim settlement.

20.0 MODE OF PAYMENT OF PREMIUM INSTALMENT

BHEL will pay the premium in quarterly instalments (as per market conventions). Insurer shall send Bill/ notice for payment of premium installments, if any, at least 15 days before the Installment due date. The premium invoice raise by the underwriter should be as per the directives of BHEL following applying taxes as applicable as compliance. BHEL shall inform insurer telephonically to depute their representative to collect the cheque from concerned officials of BHEL. In case Insurer fails to collect premium on or before due date the same will be dispatched through Registered Post on due date. BHEL shall not take any responsibility for late receipt of cheque sent through post. *BHEL reserves the right to make payment electronically through ECS / RTGS/SWIFT.*

Taxes & Duties: It shall be the duty of the Insurer to provide tax compliant invoices for availing input tax credit.

21.0 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 11.

21.1 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.

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- 21.2 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.
- 21.3 To get the policy serviced through another Insurance Co. in the event of poor servicing of the policy.
- 21.4 All the works shall be carried out under the directions and to the satisfaction of BHEL.
- 21.5 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.
- 21.6 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 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.
- 21.7 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.
- 21.8 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.
- 22.0 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.
- 23.0 **ARBITRATION**
The arbitration shall be conducted in accordance with the provisions of The Arbitration Act, 2055 (1999) of Nepal for disputes related to the quantum of the claim.
- 24.0 **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.
- 25.0 **Responsibility for re-insurance arrangement**

It will be the responsibility of Tenderer to go for suitable re-insurance arrangement. It is mandatory on the part of insurer to furnish the details of re-insurance arrangement.

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Re-insurance is to be done with "A-" rated (in case of Standard & Poor, AM Best and Fitch Rating) or A3 in case of Moody's Rating international re-insurers and/or GIC of India/Indian nationalised Insurers and/or Nepalese Reinsurance companies. This rating will be same for lead reinsurer and follow reinsurers. However, Rating clause shall not be applicable in the case of Indian/Nepali Re-insurers.

Lead reinsurer should retain at least 10% risk with itself. Reinsurance Slips from the lead reinsurer shall be submitted by the successful bidder after award of contract but before release of first premium. **Reinsurance Slips/Cover note from other/follow reinsurers may be submitted by the successful bidder after payment of 1st instalment premium but in any case before release of 2nd Instalment premium becomes due.**

It shall also be ensured by the Insurer that premium are being ceded to the re-insurers timely. If required by BHEL, the Insurer shall submit the evidence in support of premium ceding to re-insurers."

26. Integrity Pact:

- (a) IP is a tool to ensure that activities and transactions between the company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender (**Annexure-VI**) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (Phone/Post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s)

Name: 1. Neeraj Kumar, Sr. DGM (Fin.) 2. Kamlesh Agarwal, Dy. Manager (Fin.)
 Deptt.: Corp. Finance (Insurance Cell)
 Address: 5th Floor, BHEL House, Siri Fort, New Delhi-110049

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authorized officials
of Underwriter

Signature of the
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of BHEL





Phone: +91 11 66337241

Email: neeraj@bhel.in;

+91 11 66337253

kamlesh.agarwal@bhel.in

Fax: +91 11 26001143

27.0 PARTIES WHOSE INTERESTS ARE INSURED (FOR EAR/SCE & THIRD PARTY LIABILITY POLICY COVERS)

1. Principal Beneficiary: M/s RGHPL (Raghuganga Hydropower Limited)
Regd. Office: Rahugnaga Rural Municipality-3
Piple , Myagdi, Nepal.

2. Executing Agencies M/s. Bharat Heavy Electricals Ltd.
Power Sector Northern Region
Plot No.25, Sector-16A, Noida- 201301
Uttar Pradesh

AND

THEIR SUB-CONTRACTORS/ Vendors/BHEL Units

Sl. No.	Name of the Party
1	M/s. Bharat Heavy Electricals Ltd.
2	M/s. Bharat Heavy Electricals Ltd.

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SECTION - II

GENERAL TERMS AND CONDITIONS

- 1.0 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 1.1 **BHEL /INSURED** shall mean **Bharat Heavy Electricals Limited**, a Company registered under the Indian Companies Act.1956,with its Registered Office at BHEL HOUSE,SIRI FORT, NEW DELHI-110049.or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 1.2 **'GENERAL MANAGER'** shall mean the Officer in Administrative charge of the Project for which insurance is being arranged.
- 1.3 **'ENGINEER or 'ENGINEER-IN-CHARGE'** shall mean Engineer deputed by BHEL. The terms includes Deputy General Manager, Construction Manager, (Construction Manager) Resident Manager, Site Engineer, (Construction Manager) Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at Head Office.
- 1.4 **'SITE'** shall mean the place or places at which the plants/equipment are to be stored, erected and services are to be performed and **'UNIT'** shall mean BHEL units and their vendors supplying the plant / material to site as per the specifications of this Tender.
- 1.5 **'CLIENTS OF BHEL'** or **'CUSTOMER'** shall mean the respective project authorities to whom BHEL is rendering supply, erection and commissioning the equipment/services.
- 1.6 **'Insurer / Bidders / Tenderers / Underwriters'** shall mean the company who submits the tender and enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 1.7 **'CONTRACT or 'CONTRACT DOCUMENT'** shall mean and include the policy, the work order, the accepted appendices of rates, Instruction to tenders , General Conditions of Contract. Special conditions of contract and the Letter of Intent / Acceptance letter issued by BHEL. Any conditions or terms stipulated by the Underwriter in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL.
- 1.8 **'GENERAL CONDITIONS OF CONTRACT'** shall mean the 'Instructions to Tenderers 'and 'General Conditions of Contract' pertaining to the work detailed.
- 1.9 **'TENDER SPECIFICATIONS'** shall mean the Special Conditions, Technical Specifications, appendices and Site information pertaining to the work for which the Underwriters are required to submit their offers. Individual Specifications Number will be assigned to each tender specifications.

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- 1.10 **'TENDER DOCUMENTS'** shall mean the General Conditions of contract (clause no.1.8 above) and Tender Specifications (clause no.1.9 above).
- 1.11 **'LETTER OF INTENT'** shall mean the intimation by a letter / fax to the Underwriter that the tender has been accepted in accordance with provisions contained in the letter. The responsibilities of the Underwriter commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.12 **'COMPLETION TIME'** shall mean the policy period by date specified in the Letter of Intent or date mutually agreed upon for handling the policy and found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
- 1.13 **'PLANT'** shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- 1.14 **'EQUIPMENT'** shall mean all equipment, Machineries, Materials, Structural, electrical and other components of the plant covered by the Contract.
- 1.15 **'PRE-COMMISSIONING', 'COMMISSIONING' & 'TESTING'** shall mean and include such test or tests to be carried out by BHEL or their subcontractor as considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the erected equipment.
- 1.16 **'APPROVED', 'DIRECTED' or 'INSTRUCTED'** shall mean approved, directed or instructed by BHEL.
- 1.17 **'WORK' OR 'CONTRACT WORK'** shall mean and include rendering of all categories of services required for complete and satisfactory settlement of claims arising during inland transportation, further site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL/Customer.
- 1.18 **'SUB-CONTRACTOR'** shall mean the agency/agencies appointed by BHEL/PSNR/OTHER BHEL UNITS for Handling at Site, Storage, Assembly, Erection and Commissioning of the equipment at site.
- 1.19 **'CLAIM'** shall mean intimation of loss communicated to the Insurer verbally / telephonically followed by written communication.
- 1.20 **'SURVEYOR'** shall mean, the Independent Loss Assessor appointed by the Insurer with the consent of Insured to assess the loss within the frame work of MOU and policy document only. Insurer has to provide a Panel of Surveyors with their credentials to BHEL for approval after placement of order on them.
- 1.21 **'SINGULAR' and 'PLURAL'** etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body of Individuals, where incorporated or not.

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- 1.22 **'HEADINGS'** The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
- 1.23 **'MONTH'** shall mean calendar month.
- 1.24 **'WRITING'** shall include any manuscript, type written or printed statement under the signature or seal as the case may be.
- 1.25 **'FIRM ESTIMATES'** shall mean the estimates provided by BHEL after a thorough review of damage and the work involved in bringing the goods / Plant / Machinery / equipment / other materials and consumables in its original condition as it was just prior to the accident/mishap.
- 2.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**
- 2.1 The Contract shall be governed by the Law for the time being in force in the Nepal. The Court, having ordinary Original Civil Jurisdiction over site location shall have exclusive jurisdiction in regard to all claims in respect of this Contract.
- 3.0 ISSUE OF NOTICE**
- 3.1 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.
- 4.0 USE OF LAND**
- 4.1 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.

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SECTION III

SPECIAL CONDITIONS OF CONTRACT

1.0 OVERALL SCOPE OF THE POLICIES:

Scope of these specifications cover issuance and servicing of

1. Marine-cum-Storage-cum-Erection Policy

The above policy shall be for providing Cover on "**ALL RISKS**" basis in the best interest of "insured" (BHEL) against physical loss or damage to the subject plant and machinery insured in consideration of premium paid, thereby protect the "Insured" (BHEL) by providing indemnity or make good of the loss in monetary terms against all uncertain contingencies.

This cover i.e. MCE Cover can be arranged in the joint names of RGHPL and BHEL - PSNR covering interests and risks of 2X20 MW RahuGhat HEP, Nepal. RGHPL as the principal, BHEL - PSNR as the Contractor and including all the sub-contractors employed by BHEL.

The scope of work to be executed by BHEL - PSNR is indicated elsewhere in the tender enquiry.

The risk Coverage under the policies so issued by the "Underwriter" shall be applicable from the start of moment goods/ consignments are lifted mechanically or manually, from anywhere in India/abroad for loading onto the transport (all modes included) and remain in force during transit (intermediate storage) up to the site storage/erection, unloading, storage at site, handling/shifting of goods/consignments for the purpose of assembly, erection, testing and commissioning and until completion of erection, testing, commissioning and trial operation of all connected systems in respect of equipment covered including extended warranty period. Basically "All Risks" arising out of the following perils shall deem to have been covered under the policy:-

In brief but not limited to, the following shall be covered under the policy.

- Location Risks:** such as Fire, Lightning, Theft, Burglary, Pilferage, Short delivery, Non delivery, Breakage etc.
- Handling Risks:** such as Impact of falling objects, Transportation, Collision, failure of cranes, Denting, Bending, Tearing, Bursting etc. whether caused by BHEL itself, its sub-contractors, customers or other parties.
- Operation/Maintenance:** such as Failure of safety devices, Leakage of electricity or water, Insulation failures, short circuits, Tearing apart on account of centrifugal forces, entry of foreign material/ substances, explosion, fire while carrying out welding / gas cutting, damage to plant & equipment under erection and surrounding properties of the owner etc.

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Risks of Human: such as Carelessness, Negligence (excluding wilful negligence), Faults in Element Erection, RSMD (Riot, Strike, Malicious Damage), SRCC (strike, riots, civil commotion) etc.

Acts of God: such as Storm, Flood, Tempest, Hurricane, Inundation, Subsidence, Land slide, Rock slide, Earthquake.

The Marine policy shall include the following conditions also without any extra premium:

- 1) All risk institute cargo clause 'A'
- 2) Air freight cover
- 3) Institute replacement clause, special replacement clause (Air duty) and deferred unpacking clause.
- 4) Insurers right of subrogation against insured parties (excluding Carriers) waived.
- 5) Extra charge cover
- 6) Warehouse to warehouse basis
- 7) War, SRCC

1.1 BASIS OF SUM INSURED :

The "Sum to be insured" is the value of the goods / Plant / Machinery / equipment / other materials and consumables dispatched from BHEL Units / Divisions and their Vendors/suppliers in India and abroad at the time and condition it was just prior to the accident/Mishap. It is the duty of the "underwriter" to put back the "insured" (BHEL) in the same position as was prior to the accident/ mishap.

1.1a.1) Marine Cover

- 110% of complete value of plant & equipment immediately before arrival at site and type test charges, including all spares inclusive of taxes & duties plus packing & forwarding/ handling expenses plus freight etc.
- For movement of items sent for/ received after repairs/ testing/ return to the supplier etc.- Sum insured equal to value of the equipment including cost of packing, forwarding and other incidentals.

1.1a.2) Storage, Erection, Testing Cover

1.1a.1 plus cost of storage, erection and testing which, inter-alia, includes:

- 110% of Erection, Testing and Commissioning Charges including SCE Insurance, including supervision and other incidental services by Vendors and BHEL Units/ divisions.
- Commissioning as per the contract clause.
- Testing period of **Three (3) month**
- Temporary civil works covering project office building, storage sheds, storage yard.
- Project Office Buildings and all office equipments and furniture

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- Enabling facilities like temporary roads, temporary lighting, Construction Power Distribution Network and construction water etc.
- Miscellaneous Erection and testing expenses.
- Cost of material handling at site.
- Cost of dismantling at site
- Cost of contingencies such as requirement of foreign experts at site in case of damage/ loss to connected plants.
- Cost of lubricants, consumables.
- Supervision charges for BHEL engineers.
- Free Issue Materials
- Incidentals @ 10 % (applicable to all procurements of any materials on behalf of supplying Units by BHEL's Regions. This is over and above procurement cost)

Should there be any act of "addition" or "omission" of the factors on the part of the "insured" which in the opinion or in view of the "underwriter" is "not required" or "required to be accounted for" the same shall be brought to the notice of the "insured" before Submission of Offer to enable BHEL clarify the matter, failing which BHEL will not accept rejection/ short settlement of claim.

1.1a.3) Escalation required under the SCE/Installation all risks Policy: 10% of Sum Insured

1.2 PROCEDURE FOR CLAIM SETTLEMENT

1.2.1. The underwriter will put in place such a claim procedure that is positive prompt transparent and targets for 'zero' pendency status. Towards this end the underwriter will endeavor to educate the BHEL officials w.r.t. procedures and documentation requirement. A joint meeting between potential surveyors, underwriters and BHEL will be organized at the time and place suggested by BHEL for discussing this matter. The underwriter will take a fortnightly report from the surveyor to ensure the success of the procedure and keep BHEL posted.

1.2.2 The Insurer shall immediately depute or authorize the Insured to call a surveyor(s) from the approved panel but not later than 2 working days of receipt of intimation from the Insured in exceptional cases.

1.2.3 The surveyor shall call for all the documents in support of claim in one go but not in piecemeal manner for expeditious settlement of claim, preferably at the time of visit or within 3 days thereafter.

If for any reasons BHEL does not respond/ provide all the particulars required by the surveyor, the insurer or surveyor as the case may be shall remind within 2 weeks in writing

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the site with a copy to their Regional Hqrs. In exceptional situations copy may be sent to this office also.

- 1.2.4 The surveyor shall send his findings to the Insurer within 15 days of his getting documents.
- 1.2.5 In case the claim is not found tenable or not settled for the claimed amount. He will seek the comments of BHEL within a week of receiving the survey report. The final view shall be taken within 15 days of receipt of reply.
In normal circumstances the claim has to be settled within 30 days from the date of first information, net of the time taken by BHEL for responding to surveyor's/ underwriter's comments.
- 1.2.6 In order to minimize the procedural formalities and in view of the insignificance of amount w.r.t. the project size, all the Marine claims upto NPR 32000 over and above the excess/ deductible franchise will be settled on the basis of statement signed by two officials of BHEL. Normally no supporting documents will be asked in respect of the claim amount. However, in exceptional situation, BHEL will endeavor to provide the same.
- 1.2.7 The insured will give required relevant document to the extent possible for settlement of claims. However, in case of non-availability of required documents Insurer will settle the claims based on the market information and engineering estimates. In short the emphasis should be on the spirit of indemnity and not on procedures.

1.3 EXTRA PREMIUM:

Underwriter to Indicate

- i. Rates for extension of Erection and Testing period. **Rates must be inclusive of Premium for Add-on covers.**

IMPORTANT NOTE:

- a) The premium rates should be quoted net of discount and exclusive of Applicable taxes.
- b) No subsequent increase in premium rate during entire policy period will be allowed.

2.0 EXCESS/ DEDUCTIBLE

For Marine Cover:

- 0.25% of the consignment value subject to a minimum of NPR. 32,000/-

For Storage /Erection and Testing Cover:

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- Normal Period: 5 % of the claim amount subject to a minimum of NPR. 2, 40,000 EEL.
- Testing Period: 5% of the claim amount subject to minimum of NPR. 7, 20,000 EEL.
- Act of God Perils: 10 % of the claim amount subject to maximum of NPR 8 Crores per event and minimum of testing period
- Fire / Explosion Claims: Minimum Excess as per Tariff.

For Third Party Liability:

The policy excess for Storage /Erection and Testing Cover as above shall apply for Third Party Liability property damage claims also.

For third party liability claims arising out of Acts of God perils, the excess applicable to AOG claims shall apply.

3.0 SELF-SURVEY LIMIT:

For all claims this limit will be **NPR 32,000** over and above the excess applicable.

4.0 DOCUMENTS FOR REPLACEMENT / REPAIR COST.

The contract price is the sale price agreed with RGHPL for RahuGhat HEP (2X20 MW) The cost includes production, freight, procurement, dismantling, erection cost plus taxes and other expenses. The items supplied to site are billed by BHEL progressively based on notional/ pro-rata per Kg rate also the amounts in the invoices to RGHPL /Gate Pass are based on such pro-rata/notional rates. In the event of a loss, replacement / repair cost will be furnished by BHEL through Cost Certificates reflecting actual cost/expenses inclusive of expenses incurred on visit of officials/ experts (including foreign experts) as well as testing charges, if any, and the supervision cost by BHEL engineers to site. The claims shall be settled on the basis of cost indicated in the Cost Certificate by concerned BHEL Units and the site office that carry out such repair/replacement.

Taxes/Duties will be payable by the underwriter based on actuals, which shall include payment or reversal of the same.

5.0 COST OF REPAIR / RECTIFICATION OF DAMAGED ITEMS:

It is usual that certain Repair / Rectification works arise due to damages to project materials. The required Repair/ Rectification may be carried out by BHEL or by Vendors of BHEL at their works under the supervision of BHEL Engineers.

The expenses incurred on Repair/Rectification such as Cost of Material, Cost of Labour, Other Direct Cost of Repair/Rectification, All Indirect Costs apportioned in Repair/Rectification Activity of Concerned Repair/Rectification Agency, Testing Charges,

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Supervision Charges of Technicians/Engineers of BHEL, etc. are to be borne by the underwriter.

For this purpose, Cost Certificate will be issued by the concerned Unit of BHEL and the same will be accepted by the underwriter without any dispute for settlement of insurance claims.

Supervision Charges at site, if applicable for Re-erection/Dismantling etc., will be paid along with the Site Overheads (which will be calculated @ 30% on Labour/Service Charges incurred on Dismantling/Re-erection Services at Site).

The supervision charges of BHEL Engineers are to be taken on Man day Rate basis less 10% as applicable for site as per prevailing Head Office/ Corporate Office circular at the time of Repair/Rectification. These Man day Rates are subject to revision every financial year. The same shall be reimbursed by underwriter in the event of insurance claim.

In certain cases, the site may call the Technicians/Engineers from Manufacturing Units/their vendors for repairs/rectification at Site. Charges for such visits of Technicians/Engineers will also be reimbursed by the underwriter.

The above said provision of Cost of Repair/Rectification will apply to damage to items at any stage i.e. transit, storage, erection, commissioning, testing and maintenance.

6.0 CHARGES FOR MATERIAL PROCUREMENT

In case any of the BHEL's Region/Project Site procures any materials on behalf of supplying units for repair/replacement of damaged material from outside BHEL, 10% incidentals over and above the procurement cost shall also be payable by the underwriter.

7.0 INTEREST ON DELAYED PAYMENTS:

The Underwriter shall settle all claims within 30 days from the date of submission of Final Claim Bill accompanied by necessary documents. List of such necessary documents shall be furnished for each type of claim by the underwriter at the time of start of the Policy. Any delay in settlement of claims beyond 30 days may attract a penal interest as per applicable regulatory provisions in Nepal.

8.0 ON-ACCOUNT PAYMENTS AGAINST CLAIMS:

In case of net claims exceeding NPR 16 Lakhs, BHEL will request for On-Account payment. On account payment will become due on establishment of prima facie admissibility of the claim. The Underwriter shall promptly make an on-account payment on the basis of firm estimates provided by BHEL. The underwriter will ensure that the surveyor releases his recommendations for On Account Payment promptly after submission of firm estimates by BHEL and documents required for establishing the admissibility of the claim.

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9.0 THEFT / PILFERAGE CLAIMS:

The security / watch and ward arrangement in the project is in the purview / scope of the owner /BHEL who has engaged his own security for the watch and ward of the project. Theft / pilferage are reported to them as per procedure. FIR shall be lodged by BHEL in the nearest Police Station/Authorities in case of losses due to theft/pilferage. In case the final report cannot be obtained, indemnity bond will be furnished which shall be acceptable to the underwriter.

10.0 DEPUTATION OF SURVEYORS:

- 10.1 Within a reasonable time from the commencement of Policy the Underwriter shall discuss and furnish the list of surveyors containing their relevant details. Normally surveyors from that list only shall be deputed. BHEL reserves the right to review the list and can ask the Underwriter - not to depute a particular surveyor in case BHEL management feels that his deputation may jeopardize company's interest.
- 10.2 The Underwriter shall depute the surveyor within 2 working days on receipt of the intimation of the occurrence of the accident In the event of any delay in deputation of surveyor; BHEL reserves the right to engage any other surveyor from panel at the cost of the underwriter.
- 10.3 In case the surveyor causes undue delay, the underwriter will have to effectively and promptly intervene to expedite the process or to change the surveyor. In case surveyor loses the documents or does not pass them to the underwriter for any reason, photocopy will be asked from BHEL and the same shall be acceptable as if these are original papers.
- 10.4 The underwriter shall provide a copy of the survey report to BHEL if and when asked for. The surveyor shall be advised by the underwriter to directly submit his report on the causes and ways to avoid losses in future. However, BHEL will not pay any remuneration in this behalf. Potential reduction of claim due to such analysis will help to reduce the future claims.

11.0 PROGRESS REPORTING AND REVIEW:

Underwriter shall make available a knowledgeable authorized representative, who shall be responsible for managing the day-to-day affairs pertaining to the claims. He shall also guide BHEL and expedite the settlement of claims apart from interacting with the external agencies. He shall also act as a catalyst, organize the visit of surveyors to site timely and arrange to settle the claims expeditiously. All expenses with regard to the above will be to the account of Underwriter.

The Underwriter shall submit progress reports regarding the status of claims settled & pending for settlement, premium received and the claim amount settled etc. as and

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when called for. Periodic progress review meetings will be held at site/HQ during which the status of all the pending claims will be discussed and action plan drawn to liquidate the pending claims. The Underwriter shall depute their senior representative to attend such meetings, who are empowered to take spot decisions in respect of settlement of claims, whenever feasible. They shall also constantly update/review their work program to match the liquidation of pending claims vis-à-vis scheduled site/contract closing program.

12.0 MARINE/TRANSIT POLICY:

This policy intends to cover the following:

- a) To cover all goods, plant and machinery, equipment, tooling, instruments and other materials required for project construction including items brought in and sent back for repair/ rectification/ testing/revamping by any mode from anywhere in India/Nepal to the site. However, if required for fabrication/ testing etc., materials can be diverted to other locations also. **It may be noted that BHEL will wait for 48 hours for the surveyor to conduct inspection of damaged items. If the surveyor, after intimation, does not come within 48 hours, the items will be sent for repair. After that BHEL inspection report will be accepted by the surveyor/ underwriter for settling claim.**
- b) Basically "All Risks" (including loading-unloading risks, pilferage, physical loss or damage burglary, theft, Non-delivery) in the Institute Cargo Clauses – A /ITC- A. The imports will be covered for war risks also and the transit within India for SRCC.

However, the following may be noted:

- A Underwriter to ensure and confirm that the scope of cover for the Marine / Transit Risks is comprehensive except for a few Internationally accepted "Exclusions" followed by all underwriters in the world.
- B The underwriter to indicate clearly any exclusion of the Risks not covered in the Policies to avoid any dispute at a later date. In the event of any ambiguity in his proposal with regard to this aspect, the interpretation of the "Insured" shall be final and binding on the "Underwriter". BHEL is absolved of any loss on this account.
- C The underwriter shall not attempt to avoid any unforeseen eventualities, which may arise during transit and allied storage and keep the facts in consideration while settling the claims.
- D. The marine policy will cover all modes of possible transports like rail, road, boat /barge, ship, parcel, courier, post etc. Transportation may be either by single mode or combination of 2/3 modes. Any intermediate storage will also be covered.

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E. The marine cover will be valid for all dispatches during the course of their complete voyage from anywhere in India/Nepal till its arrival finally at the project site. No separate declarations of consignments will be provided. Regarding imports, the cover will be only valid for equipments being sent abroad for repair/replacements and brought back.

F. **Loading/Unloading Survey expenses:** There shall be ODC consignments involved in the project. The cost of loading/unloading surveys, if required, in respect of these consignments will be borne by the Insurer/Underwriter.

G. MARINE/ INLAND TRANSIT COVER OF DAMAGED/ REPAIRED ITEMS :

In the event of any Mishap/ accident during transit, execution, testing and trial operation of the plant, it may become necessary that the damaged equipment/ items may have to be sent from site to supplying unit/ vendors for investigation, repair, rectification, replacement of components, testing etc. The duly repaired equipment/ items subsequently will be dispatched back to site. Marine/ Inland transit cover for "to and fro" is also covered under the scope of the insurer. The quoted rates will be applicable for any additional requirement.

12.1 Basis of Valuation of Loss for Claim Settlement under Marine Cover:

Marine claims shall be settled as per the loss assessment method as described below:

- **Indigenous equipment:** Ex-works cost plus taxes & duties and all actual expenses till it reaches Site
- **Imported items:** Invoice price plus all actual expenses up to port of landing plus Duties and Taxes plus all expenses incurred within the country, plus either 5% or actual transportation cost whichever is higher.

12.2 STORAGE DURATION UNDER TRANSIT COVER:

The underwriter shall keep the transit/Marine cover operative as under without any extra premium. The marine transit proposed shall include an aggregate storage period of 90 days of project material at any intermediate site out of logistic compulsions and not necessarily in the ordinary course of transit.

In case the materials remain under intermediate storage for more than 90 days as mentioned above, the same will be covered under storage policy on payment of additional premium at an agreed monthly rate.

12.3 DAMAGE / SHORTAGES IN SOUND BOXES:

Damages/ shortages found in sound boxes (damage apparently not visible) beyond self survey limit, only a Panchanama will be prepared by the insured for settlement of the cost of damaged / shortage items. These damaged / shortage items will be replaced by Manufacturers / suppliers at replacement price. It may not be feasible to indicate for individual

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items the original price for replacement items. The underwriter shall on the basis of Panchanama settle such claims in full. No other document in this regard can be made available. In case of shortage noticed in sound boxes, the Open Delivery Certificate for transporters should not be demanded. However, the recovery rights will be protected. This will be applicable for both inward as well as outward consignments. Time limit for claim intimation from the date of arrival shall be as follows:

- | | | | |
|------|-----------------------------------|---|----------|
| (i) | Shortage/ damage in sound boxes | - | 3 months |
| (ii) | Shortage/ damage in damaged boxes | - | 14 days |

12.4 Transfer of Title of the Goods

If as per contract, it is the responsibility of the BHEL to ensure safe delivery of goods to the customer, passing of title on high seas or sale in transit will not affect the insurance coverage and the policy will remain in force as if title has not been passed.

13.0 CLAIM RELATED STIPULATIONS:

13.1 INDIRECT COST ON ACCOUNT OF ADMINISTRATIVE AND FINANCING COST ON PROCUREMENT OF MATERIAL FROM VENDORS OUT SIDE BHEL:

Indirect Cost (applicable to all supply of repair parts & equipment except supply of parts & equipment from BHEL manufacturing units) will be charged on the total cost of procurement of repairs/ replacement material towards administrative and financing cost.

Underwriter may hereby note that the Erection price indicated has elements of "sum insured" inclusive of contingency and such indirect cost These are payable against all repairs/rectification claims lodged by BHEL.

The rate of such indirect cost is calculated annually by Units/Regions of BHEL based upon the last year actual expenses. A certificate from concerned Unit/Region which is procuring such material will be provided for such indirect cost. No request for other supporting documents/dispute in this regard will be entertained by BHEL at any point of time in respect of claim settlement.

13.2 It is normal practice to dispatch heavy structural and materials in open wagons where the RR is issued on "**SAID TO CONTAIN**" basis from the originating location. In case of any loss to such consignments, claims will be settled for 100 % value.

13.3 The materials dispatched by rail from Manufacturers/Suppliers warehouse are first brought to the "Rail head"/nearest railway siding which is a transfer point, where railways shall hand over delivery of consignment. From this point the consignment /goods are transported by rail to the Railway siding of the site. Actual verification of materials shall take place at the Railway siding at the time of physical delivery. Since the transit cover is from Warehouse to Warehouse basis, any losses/ damage occurred during entire process of transit shall be covered & marine claim shall be settled for 100% value.

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13.4 In case consignment comes through road carriers, written statement of observations of condition of consignment i.e. shortage/damages recorded and signed by lorry driver over the challan/delivery certificate and duly counter signed by BHEL representative shall be honoured. The Insured will serve a formal notice of monetary claim on the carriers by Registered letter and produce the receipt issued by Post Office. No further shortage/damage certificate shall be asked by the Insurer for claim settlement. The letter will only be a demand to make good the loss and it will not contain a threat to go to the court in case transporter does not do so.

13.5 In case, claim is considered to be non-standard claim because of not getting damage/shortage certificate from carriers in spite of all the efforts (i.e. sending Notice through Reg. AD), Insurer shall settle such claims to the extent of 90% irrespective of claim amount. For other situations warranting under-settlement of the claim, the bidder will give in a separate statement forming part of the Techno-Commercial bid, the percentage of deduction underwriter proposes to apply. Once agreed to by us, this will form part of the MOU. However, it will not form part of evaluation formula.

13.6 The claim intimation for shortage/ damage under this category can be sent by the consignor or the consignee regardless of who suffer the loss.

13.7 DEPUTATION OF WAGON / CARRIER TRACERS :It is the responsibility of the "Underwriter" to appoint wagon/carrier tracers immediately on receipt of notice of the claim from BHEL in the event of "Non delivery" of goods /consignment. The goods/ consignment to be traced and delivered within a period mutually acceptable keeping in view the erection/commissioning schedule. If there is delay in doing so, which in the opinion of insured will delay the project schedule, the underwriter is to admit the replacement cost together with all the additional expenses incurred for arranging the replacement together with all costs incurred at site to expedite the connected erection and commissioning activities to meet the schedule. The consignment traced beyond the mutually agreed period will not normally be accepted by BHEL.

On the basis of non-delivery certificate/BHEL's notice to carriers, the original consignment, if received subsequently will be intimated to the Underwriter for taking charge of the same without any implication on the settled claim.

14.0 Value of Single largest consignment

Following details are for the largest value consignment in r/o each unit.

1. Item	: 26 MVA, 11/220 KV GSU Transformer (Total 1 Nos.)
Mode of Dispatch	: By TRUCK/TRAILOR
Consignor	: BHEL JHANSI
Total Weight	: 11000 Kg (Approx.) Shipping weight of heaviest Package 75000 Kg, Weight of other accessories: 40000 Kg(App.)
Overall Dimensions	: 9000 mm x 6500 mm x8000mm (LxBxH)
Shipping Dimensions	: 6000 mm x 3500 mm x4000mm (LxBxH)
Value	: \$. 450000 (Approx.)



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authorized officials
of Underwriter

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of BHEL



15.0 STORAGE, ERECTION & TESTING COVERS:

- 15.1 Underwriter to ensure and confirm that the scope of cover for the "Risks at site during Storage Erection & Testing" is comprehensive except for a few Internationally accepted "Exclusions ". All underwriters will submit the list of these exclusions and the successful bidder will apply only those which are included in the list of all underwriters.
- 15.2 The Underwriter to indicate clearly exclusions of the Policies to avoid any dispute at a later date. In the event of any ambiguity in his proposal with regard to this aspect, the interpretation will be done to the advantage of the insured.
- 15.3 Covers shall include all risks in the course of movement of goods, dismantling, Storage at site, Pre-assembly, Erection, Pre-commissioning, Commissioning, Trial operation and Performance test of equipment/facilities/Package as per the contract with customer and cover remain valid till the final taking over of the plant by the customer. Bidders can go through the relevant portion of said contract if they so wish. However, for the reason of confidentiality copy cannot be provided.

15.4 Erection Cover:

- All activities till Erection of complete unit & prior to Synchronization of the plant with the grid shall be treated as Pre-commissioning activities & shall continue under the erection cover.
- In case the plant after the synchronization with the grid is under shutdown for attending to commissioning problems, the period of shutdown shall be considered as Erection period.
- The operation of any individual equipment /system prior to synchronization of the unit with the grid will be covered and considered as erection cover.

15.5 Testing Period Cover:

The testing period cover or cover during testing period, will be till Take Over of the unit by customer. The testing period shall start after completion of all pre-commissioning activities (which shall mean erection and testing of individual equipment/ system/ sub-assemblies individually and/ or in the group) in a manner that result into synchronization of each individual unit/ set with grid on the introduction of water at operating parameters. During trial operation the unit shall be operated by the Contractor in an integrated manner for the test service period of 72 hours' continuous operation at rated condition i.e. full load. During this 72 hours' operation at rated condition, if any difficulty is experienced for the reasons attributable to the contractor the 72 hours' operation shall be considered null and void and the test shall be started afresh.

Any change in testing period definition shall not be acceptable as it is contractually binding on BHEL with Customer. Price Offer with any deviation including relating to testing period shall not be considered for evaluation.

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15.6 PERIOD OF COVER: The cover for MCE policy will start either from the date of dispatch of first consignment of unit material separately or the date of payment of 1st installment premium which ever is later. However, all consignments/ work done till date of commencement will be jointly inspected by the insurer and insured and damages/ losses already suffered will not be to the account of the insurer. However, all consignments starting from supplier's work on or after the date of premium will be deemed to have been covered under this policy even if received at site after the date of above referred joint inspection. The insurer will refund pro-rata premium based on the value of the consignment received till the commencement of the policy. Once inspection is done, consignee will be considered to have been insured under this policy for all purposes.

DEFECT LIABILITY PERIOD COVERAGE REQUIRED:

The Defect Liability Period shall be for twenty four (24) months from the date of taking over certificate.

(A) Commencement of Marine Policy Period:

The cover for MCE policy will start either from the date of dispatch of first consignment of each unit materials separately or the date of payment of 1st instalment premium for MCE cover whichever is later.

(B) Commencement Storage Cum Erection Policy:

The risk for each project will commence from the date of arrival of first consignment at site/ start of physical work/storage at site or payment of premium whichever is later.

(C) Commencement of the Testing Period:

The testing period shall start after completion of all pre-commissioning activities (which shall mean erection and testing of individual equipment/ system/ sub-assemblies individually and/ or in the group) in a manner that result into synchronization of each individual unit/ set with grid on the introduction of water at operating parameters.

16.0 PREMIUM FOR EARTHQUAKE.

The project location falls under the Seismic Zone-IV according to IS:1893 (latest). Premium, if any, is to be indicated in the price bid in the appropriate column.

17.0 ADD-ON COVERS

In addition to the add-ons that may be available for projects as per market conventions as well as the ones that bidders may offer (which may be mentioned in the list of all add-ons available free of cost), BHEL also wishes to cover the following. The Premium, if any, for these add-on covers may be built up in the price quoted by the bidders in the price bid:

- a) Escalation cover – 10%
- b) STFI cover – policy sum insured
- c) Waiver of subrogation

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- d) Owners surrounding property with Flexa- 10% of policy sum insured
- e) Work Stoppage clause
- f) Intermittent testing clause
- g) 50/50 clause
- h) 72 hours' clause
- i) Free automatic reinstatement clause up to 10% of the Sum Insured.
- j) Loss minimization expenses up to 10% of sum insured
- k) Professional fees upto 10% of sum insured
- l) Cross liability cover
- m) Waiver of contribution clause
- n) Policies or certificate of insurance in duplicate endorsed in blank covering road and war risk for the CIP value of the shipment plus 10%. Insurance to include institute cargo clause A 'ALL RISKS' and institute SRCC, TPND, War clauses and transshipment risk if applicable irrespective of percentage and all road risks up to final destination in Nepal. Claim if any payable in Nepal in currency of Credit.
- o) Third Party liability including cross liabilities for a sum Insured NPR 16 crores The limit per occurrence shall be
 - (i) for property Napalese rupees three million with no limit on the number of occurrences.(ii) One Million for person with no limit on the number of occurrences
- p) Damage due to falling objects.
- q) Amendment in firefighting endorsement wordings.
- r) Expediting cost including Air freight and Express freight (Up to 30% of net claim amount)
- s) Pair or set clause.
- t) Fragile Items like glass, insulation, refractory, insulators, mineral wool mattress, fire bricks etc.(in boxes or loose as may be) - with Sum Insured up to NPR 1.6 crores
- u) Inland transit up to a value of NPR 5 crores to cover movement / transit between one part of site & other part of site including movement from / to off-site storage spanning over public road in between
- v) Removal of debris up to 80 Lakh NPR

18.0 Endorsements for Free Covers and Discounts

The underwriter is to separately incorporate the free covers and discounts in the form of endorsement attached to the policy.

19.0 Other important conditions/points to be noted by the tenderers and necessarily agreed

19.1 Supervision is included in the sum insured and accordingly the supervision charges shall be paid while settling the claim. Replacements claims will be settled based on the certificates/invoices for the Replacements from BHEL's supplying units who are the suppliers.

19.2 If the taking over period is completed prior to the policy period, insurer shall refund proportionate premium.

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authorized officials
of BHEL





19.3 If the testing period included is not fully consumed during the normal policy period or extended period, the same shall be taken into account during further extended period and extensions arranged accordingly.

19.4 Division/Branch of the underwriter shall be chosen by BHEL.

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authorized officials
of Underwriter

Signature of the
authorized officials
of BHEL



2X20 MW HEP, RAHUGHAT HEP for RGHPL, NEPAL

ANNEXURE - I

DEVIATION STATEMENT

(Pl. strike off the clause which is not applicable and ticks the other)

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2. THE FOLLOWING DEVIATIONS ARE BEING TAKEN:..

- a) Para no..... section
- b) Para no..... section
- c) Para no..... section
- d) Para no..... section

I, _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. BHEL: CO: FIN: INS: RGHPL 2X20 MW RahuGhat HEP, NEPAL dated 10th June 2022. Deviation, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

2X20 MW HEP, RAHUGHAT HEP for RGHPL, NEPAL

ANNEXURE - II

DECLARATION SHEET

I,

_____ hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BHEL: CO: FIN: INS: RGHPL 2X20 MW RahuGhat HEP, NEPAL dated 10th June 2022 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 the duly authorized representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

2X20 MW HEP, RAHUGHAT HEP for RGHPL, NEPAL

ANNEXURE III

**CERTIFICATE OF DECLARATION FOR CONFIRMATION OF NEPALESE
INSURANCE REGULATORY GUIDELINES**

I, _____
hereby certify on behalf of that our offer
no..... dtd.....against tender specification No BHEL: CO:
FIN: INS: RGHPL 2X20 MW RahuGhat HEP, NEPAL dated 10th June 2022 does not breach of Nepalese
Insurance Act and applicable guidelines. I further confirm that in the event of disclosure at a later
stage that the same is in breach and BHEL is put to any disadvantage or face cancellation of the
Policy or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie
wholly on us and will bear all consequences thereof.

I, further certify that I am the duly authorized representative of the underwriter and competent to
agree as above and a valid power of attorney to this effect is enclosed.

I, further certify that there is no tariff violation. In case some violation is pointed out at a later date,
the same shall be taken care of in line with clause 12 of Section I.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

2X20 MW HEP, RAHUGHAT HEP for RGHPL, NEPAL

Annexure- IV

DECLARATION

We Will go for a 95% re-insurance arrangement and will furnish the details of re-insurance arrangement in the event of becoming a successful bidder. Re-insurance will be done with Indian/Nepalese Reinsurance companies and/or "A-" rated (in case of Standard & Poor, AM Best and Fitch Rating) or A3 in case of Moody's Rating international re-insurers.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

2X20 MW HEP, RAHUGHAT HEP for RGHPL, NEPAL

Annexure - V

LIST OF INTERNATIONALLY ACCEPTED EXCLUSIONS

1.

2.

3.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

**ANNEXURE VI****INTEGRITY PACT**

Between Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for Marine Cum-Storage-Cum- Erection All Risk Insurance for **2X20 MW HEP, RahuGhat HEP Dist: Myagdi, Nepal.** (hereinafter referred to as "Contract").

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this



regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages



- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and



objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has



been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of



mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness:
(Name & Address)

Witness:
(Name & Address)





ANNEXURE-VII

UNPRICED PRICE SCHEDULE

2X20 MW HEP, RAHU GHAT HEP for RGHPL, NEPAL

SCHEDULE OF RATES

(INSURANCE FOR MARINE, STORAGE, ERECTION, TESTING & COMMISSIONING)

SN	Description of Cover	Cover period	Sum Insured (NPR. in Crores)	Amount of Premium (In Nepalese Rupees excluding taxes)	
				in figures	In words
1.0	Marine Cargo				
1.1	110% of Main Plant Equipment, Spares and material - Indigenous or imported. Sum Insured is inclusive of the following: a) Applicable Taxes and Duties, b) Transportation & Freight	36 months	121.55	xxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx
2.0	SCE Cover / Installation all Risks Including. Storage, Erection and Testing Cover for Main Plant Equipment including Three months Testing Period	36 months	136.82	xxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx

BHARAT HEAVY ELECTRICALS LIMITED



TENDER SPECIFICATION

FOR

MARINE-CUM-STORAGE-CUM-ERECTION INSURANCE ALL RISK POLICY

2X20 MW HEP, RahuGhat HEP Dist: Myagdi, Nepal

for

M/s Rahuganga Hydropower Limited (RGHPL)

TENDER NO.: BHEL: CO: FIN: INS: RGHPL 2X20 MW HEP, RahuGhat NEPAL

VOLUME – II

PRICE - BID

BHARAT HEAVY ELECTRICALS LTD.

CORPORATE FINANCE

BHEL HOUSE, SIRI FORT

NEW DELHI – 110 049.



2X20 MW HEP, RAHUGANGA for RGHPL, NEPAL

(INSURANCE FOR STORAGE, ERECTION, TESTING & COMMISSIONING)

SN	Description of Cover	Cover period	Sum Insured (NPR. in Crores)	Amount of Premium (In Nepalese Rupees excluding taxes)	
				in figures	In words
1.0	Marine Cargo				
1.1	110% of Main Plant Equipment, Spares and material - Indigenous (No Imports are envisaged). Sum Insured is inclusive of the following: a) Applicable Taxes and Duties, b) Transportation & Freight	36 months	121.55		
2.0	SCE Cover / Installation all Risks Including. Storage, Erection and Testing Cover for Main Plant Equipment including three months Testing Period	36 months	136.82		



SN	Description of Cover	Sum Insured (NPR In Crores)	Amount of Premium (In Nepalese Rupees excluding taxes)	
			In figures	In words
3.0	ADD ON COVERS (SCE/EAR)			
a)	Escalation	10% of Sum Insured		
b)	Third Party liability including cross liabilities (Extension of MCE/EAR Policy). AOA:AOY	NPR 16 crores		
c)	Surrounding Properties with FLEXA	10% of the Policy Sum Insured		
d)	Earthquake	Policy sum insured		
e)	STFI	Policy sum insured		
f)	Extended Maintenance Cover / Defect Liability Period	24 Months from date of taking over certificate		
Total (Add on Covers)				
Total Premium (MCE) (S.No. 1 to 3)				
4.0	Taxes (if applicable)	(VAT @ _____)		
Total Premium (incl. VAT)				

Total Premium [Sl. No. 1 to 4] (In Figures).....

Total Premium [Sl. No. 1 to 4](In words).....

Note:

(a) FEA discount may please be considered in view of availability of Fire Fighting systems inside the Plant premises

(b) The Premium is to be quoted after applying discounts but before applying taxes as applicable.

Signature and seal of the Bidders