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BHARAT HEAVY ELECTRICALS LIMITED

TENDER SPECIFICATION

FOR

INSURANCE COVER

FOR 8 MW_{AC} SOLAR PV FARM AT TAMARIND FALLS HENRIETTA (PHASE II), MAURITIUS

TENDER NO. BHEL:IO:INS:MAURITIUS

VOLUME – I

TECHNO-COMMERCIAL BID

BHARAT HEAVY ELECTRICALS LTD.
INTERNATIONAL OPERATIONS DIVISION
INTEGRATED OFFICE COMPLEX, ISPAT BHAWAN,
LODHI ROAD, NEW DELHI – 110 003.

DATE OF SUBMITTING OF BIDS: On or before 14:00 hrs on 25th July 2022
DATE OF OPENING TECHNO-COMMERCIAL BIDS :14.30 hrs on 25th July 2022
PLACE OF BID OPENING: BHEL IO DIVISION, LODHI ROAD, NEW DELHI

TENDER NO. BHEL:IO:INS:MAURITIUS
Date: 11th July 2022

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 18th July 2022.

It is expected that bidders shall not take any deviations from tender terms and conditions. The tenderer shall clearly certify the same in the no-deviation statement. BHEL reserves the right to accept or reject the bids with deviations with or without any further discussion.

However, if seeking deviation is felt necessary, there shall be bare minimum deviation and the clauses of the tender which are not acceptable in present form and the deviation sought, if any shall require to be specifically mentioned in the deviation statement.

The deviations mentioned elsewhere in the techno-commercial bid or the price bid shall not be considered by BHEL.

Note: All queries on the tender may please be sent to us latest by 18th July 2022 through email to yaswanth@bhel.in so as to avoid any delays at a later date. Clarifications/Amendments, if any, shall be sent to the underwriters.

THIS TENDER SPECIFICATION IS ISSUED TO
(Insurance Companies based in Mauritius)

M/s. ______________________________

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Note: The prospective bidder can download the tender documents from our website (http://www.bhel.com). Corrigendum/Addendum, if any, in respect of tender shall also be published on the same website (http://www.bhel.com)

Signature & Seal of the authorized officials of Underwriter	Signature & Seal of the authorized officials of BHEL

INTERNATIONAL OPERATIONS DIVISION
दिल्ली / New Delhi

BHARAT HEAVY ELECTRICALS LTD.

(A Government of India Undertaking)
INTERNATIONAL OPERATIONS DIVISION
INTEGRATED OFFICE COMPLEX, ISPAT BHAWAN,
LODHI ROAD, NEW DELHI – 110 003.

By Email only

LETTER INVITING TENDER

REF. NO.: BHEL:IO:INS:MAURITIUS
Dated: 11th July 2022

M/s ____________________________
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Sub: Insurance Policy for 8 MW_{AC} Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius

Dear Sirs,

Sealed tenders are invited in two part 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 1400 hrs on 25th July 2022. Techno-Commercial Bid shall be opened at 1430 hrs 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 18th July 2022 through email to yaswanth@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 applicable laws in Mauritius.**
2. **The Company must have an experience of 5 complete financial years' 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 Mauritius (Financial Service Commission) for General Insurance/Non-Life Insurance Business)

3. **Experience of having underwritten at least-**
   (i) one Marine Cum Erection (MCE) policy and professional indemnity policy
   or,
   (ii) one Marine Insurance, Erection All Risk (EAR) or Storage Cum Erection (SCE), and professional indemnity policy
   or,
   (iii) Contractor's All Risk (CAR) and Professional Indemnity Policy

   by the bidder during last seven years ending March 2022.

   (Bidders to submit the certified copy of at least one policy underwritten during last seven years ending March 2022 in support of above experience criteria clearly indicating the insurance policy period, coverage and nature of policy)

The bidders are also to note the following:

a) The bidder shall provide following insurance policies:
   i) Marine policy for plants and machinery of the project including contractor's equipment.
   ii) Storage Cum Erection (SCE) policy for works, plants and machinery of the project including contractor's equipment and contractor's document.
   iii) Decennial liability insurance for civil and building works.
   iv) Professional indemnity insurance for the risk of professional negligence in the design of the works.
   v) Insurance for Contractor's personnel
   vi) Third party liability insurance for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sl. No. (ii) above) or to any person (except persons insured under Sl. No. (iv) above)

   The bidder shall quote for all insurance covers mentioned above. Partial quotation shall not be accepted and such bid is liable for rejection by BHEL

b) 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.

c) The currency of the contract for insurance premium as well as for claims settlement shall be in United States Dollar (USD). Bidders are requested to submit their quotes in USD only.

d) 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.

e) No subsequent increase in premium rates will be allowed under any circumstances.

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f) Secrecy of BHEL information/ documents to be ensured at all times.

g) Unsolicited Price bid shall not be entertained.

h) 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.

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 marine policy cover shall start from the date of despatch of first consignment or date of first instalment premium payment whichever is later. The final date of cover shall accordingly vary and provision for extensions will be available in the policy.

Sum insured shall be value of plant, material and contractor's equipment plus 20%. Total amount of marine policy cover shall be USD 6,453,220 plus 20% i.e. USD 7,743,864.

k) Sum insured for Storage cum erection (SCE) cover be value of works, plant, material, contractor's equipment and contractor's documents plus 20%. Total amount of SCE policy cover shall be USD 7,518,220 plus 20% i.e. USD 9,021,864.

l) The professional indemnity insurance shall cover the risk of professional negligence in the design of the Works. Sum insured shall be USD 1,000,000 (USD One Million). The professional indemnity insurance shall start with payment of first instalment of premium and shall remain in effect until 5 years after Taking Over Certificate.

m) Insurance for Contractor's Personnel shall cover liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor i.e BHEL or any other of the Contractor's Personnel. Three (3) nos. employees of BHEL shall be posted at project site for contract duration. Sum insured for each employee shall be USD 15000 (USD fifteen thousand only)

n) **Mode of bid submission:** Bids will be submitted & accepted only in electronic format (by email). Bids have to be submitted in two separate parts: Part I (Techno-commercial bid) & Part II (Price bid). Both Part I & II to be submitted BY SINGLE EMAIL ONLY to the email id & as per details below.

1. **Part I bid (Techno-commercial bid):** to be sent by email to yaswanth@bhel.in in pdf format without password protection before/by the bid submission date & time.

2. **Part II bid (Price bid):** to be sent ONLY by email & ONLY to yaswanth@bhel.in before/by the bid submission date & time. The Price Bid should be password protected pdf document & the password is NOT to be sent along with the bid. Password for opening Part II bid will be taken from the qualified bidders by BHEL, for which date & time will be notified separately through email by BHEL.

Part I of the bid should NOT contain the price. Price is to be submitted ONLY in Part II of the bid. BHEL will not be liable for any pre-mature disclosure of price due to bidder/s quoting prices in Part I of their bids and / or due to bidder/s not following the password protection procedure described above.

o) **Bid opening:** Part I (Techno-commercial bid) will be opened on the specified bid opening date & time, in presence of bidders who choose to attend the bid opening at BHEL- IOD office. During Part I bid opening, the names of the bidders who have submitted the bids will be announced & recorded. All late bids will be rejected & their names announced & recorded. Part I bids will be evaluated by BHEL for compliance & responsiveness to the qualification criteria & terms & conditions specified in the bidding documents & Part II bids of only those bidders who qualify in evaluation of Part I bids, will be opened. Date & time for opening of Part II bids, will be intimated separately by BHEL to all the bidders whose Part I bid qualifies in the evaluation by BHEL. Bidders whose Part I bid does not qualify in the evaluation, will also be intimated separately by BHEL about the outcome of their Part I bid evaluation. Bid opening can also be conducted through online mode i.e. video conference (VC). Information for video conference will be intimated by BHEL 3 days in advance of bid opening date & VC details will be provided by BHEL one day before the bid opening date.

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 18th July 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

Sr. Manager-IO

Encl: One set of documents

GENERAL INFORMATION

Salient features of the Project (8 MW$_{AC}$ Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius):

1. **Project:**

   BHEL is executing a project for setting up an 8 MW$_{AC}$ Solar PV Farm for Central Electricity Board (CEB), Mauritius. The solar farm is to be located in the region of Tamarind Falls. BHEL's scope involves the design, supply, construction, manufacture, testing, insurance, packaging for export, shipping, transport, delivery to site, unloading at site, equipment erection, commissioning and putting in normal operation, performance testing on completion, training and instruction to CEB's personnel and making good of any defects and warrantying the whole installation up to the end of the defect liability period. Total overall contract value is USD 7,518,220/-

2. **Site Location**

   The solar farm is to be located in the region of Tamarind Falls, Henrietta approximately 30 km from Port Louis.

3. **About Central Electricity Board (CEB), Mauritius:**

   The CEB is a parastatal body wholly owned by the Government of Mauritius, and reports to the Ministry of Public Utilities. Established in 1952 and empowered by the Central Electricity Board Act of 25 January 1964. CEB's business is to prepare and carry out development schemes with the general object of promoting, coordinating and improving the generation, transmission, distribution and sale of electricity' in the Republic of Mauritius.

4. **About Bharat Heavy Electricals Limited (BHEL):**

   Established in 1964, Bharat Heavy Electricals Limited is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies of its kind in India. The company is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products, services and systems for the core sectors of the economy viz. Power Generation, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas, Water, Defence & Aerospace, and e-Mobility & Energy Storage Solutions.

5. **BHEL in solar:**

   BHEL is one of the first engineering enterprises to manufacture solar photovoltaic (SPV) cells and modules in the country and was successfully able to demonstrate its capability even before the solar sector witnessed active growth and development in India. Since then, BHEL has been continuously developing its solar portfolio and today, is one of the few companies in India which provides end-to-end in-house solutions for all solar power needs - including conceptualisation, design, engineering, manufacturing, erection, testing, commissioning and O&M - with proven expertise of over three decades. Solar on ground, solar on rooftop, solar on water to solar in space. With state-of-the-art manufacturing facilities, best-in-class cell efficiency, a dedicated R&D centre and proven quality, support & assurance - BHEL is a one-stop solution for all solar power needs.

6. Equipment details (Major equipment to be supplied and installed)

(i) PV Module
(ii) Mounting structure
(iii) Solar Compact Station (consisting of DC distribution board, AC distribution board, MV switchboard, inverter, MV dry type transformer, cubicle for control & protection of DTT, cubicle for voltage measurement, cubicle for ring connection, cubicle for control and protection of auxiliary transformer, auxiliary dry type transformer, UPS, LV AC & DC boards)
(iv) 22 kV MV substation (consisting of cubicle for ring connection, cubicle for VT, cubicle for CT, cubicle for control and protection of auxiliary transformer, auxiliary dry type transformer, UPS, LV AC & DC boards)
(v) Weather monitoring station
(vi) SCADA
(vii) Communication system
(viii) Luminaries and external lighting
(ix) Fire alarm system
(x) Fire protection system
(xi) Telephone
(xii) CCTV
(xiii) Air conditioning unit;
(xiv) Equipment protection such as lightning protection, surge protection earth protection.

7. List of Major works to be executed

(i) Infra structure development i.e. construction of access road, borewell for water, construction power, development of dumping yard, deployment of manpower and machinery.
(ii) Site clearance and ground levelling.
(iii) Civil construction works: Site security- fencing with barbed wire and metal gates; Access road and its drainage; Sewer system; Module mounting structure and its foundation; Foundation for compact station; Cable trenches and ducts; construction of new two storey building for control room, store, workshop, office, meeting room, 22 kV switchgear room.
(iv) Installation 8 MW_{AC} solar park equipment.
(v) Installation of luminaries and external lighting, fire alarm system, fire protection system, Telephone system, CCTV, Air conditioning unit.
(vi) Testing, commissioning and handover

8. List of ODC consignments(Materials) along with value & Dimensions
NIL

9. Tentative Milestone Dates

Sl. No.	Milestone Activity	Tentative Dates
1	Start of site civil works	01-08-2022

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2	Start of supply of project equipment	15-08-2022
3	Start of erection/installation works	25-09-2022
4	Project completion and handover	28-02-2023

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SECTION - I

GENERAL INSTRUCTIONS TO TENDERERS

1 This tender, shall be duly signed & stamped on each page and sent in pdf document through email only.

2. 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.

3. 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.**

4. 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.

5. 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.
   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.

6. All corrections and insertions shall be duly counter-signed by the authorized signatory of the underwriter.

7. The underwriter will not change the dealing office without prior approval of BHEL.

8. **Documents to be submitted by the successful bidder:** In addition to other requisite documents, the following will also be submitted by the successful bidder.

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(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 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 Regulatory guidelines – **Annexure III**
(iv) Re-Insurance Declaration – **Annexure IV**
(v) List of Internationally accepted exclusions – **Annexure V**
(vi) Un-Priced Price Schedule – **Annexure-VI**

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 Guidelines / 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.

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 may 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 BHEL SBD Bangalore office within a week of payment of first premium/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, PQR and Techno-Commercial bid of all the bidders shall be opened & scrutinized with a view to determine the qualification and 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 : Price bids of techno-commercially qualified bidders will only be opened.

18.4 **Price Bid Evaluation:**

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

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:**

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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 bidder, who is offered co-insurance share, fails to accept the share of co-insurance, the L1 bidder shall be responsible for underwriting 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 three equal quarterly instalments. Insurer shall raise Bill/ notice for payment of premium installments, if any, at least 30 days before the Installment due date. The premium invoice raise by the underwriter should be as per the directives of BHEL following GST/VAT compliance. *BHEL reserves the right to make payment electronically through ECS / RTGS.*

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.

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.

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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**

23.1. **The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, India for disputes related to the quantum of the claim.** All disputes, related to the quantum of claim, between the parties to the contract arising out of or in relation to the contract other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party be referred to sole arbitration of the General Manager(International Operations Division) or his nominee. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator has earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official outlet had expressed on all or any of the matters in dispute or difference.

23.2. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

23.3. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.

23.4. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

23.5. All the above clauses will apply to the extent and in the manner that is commensurate with the Arbitration Act.

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 **Commitment by Bidder/ Supplier/ Contractor:**

25.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

25.2 The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

25.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and / or under applicable legal provisions".

26.0 Shifting of Policy:

The underwriter will not change the dealing office without prior approval of BHEL.

27.0 Responsibility for re-insurance arrangement

It will be the responsibility of bidder to go for suitable Re-insurance arrangement.

The Bidders shall ensure that minimum 90% of the risk is Re-insured.

The Lead Re-insurance is to be done with General Insurance Corporation of India and/or any other Indian Nationalised Insurance Companies and/or Re-insurance Companies in Mauritius and/or "A+" rated (by reputed international rating agency like Standard & Poor or AM Best) international re-insurers.

Follow reinsurance may be done with General Insurance Corporation of India and/or any other Indian Nationalised Insurance Companies and/or Re-Insurance Companies in Mauritius and/or "A-" rated (by reputed international rating agency like Standard & Poor or AM Best) international 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.

Signature & Seal of the authorized officials of Underwriter	Signature & Seal of the authorized officials of BHEL

28.0 PARTIES WHOSE INTERESTS ARE INSURED

1. Principal Beneficiary: **Central Electricity Board (CEB)**
Ebene Cybercity
Mauritius

2. Executing Agencies **M/s. Bharat Heavy Electricals Ltd.**
International Operations Division,
5th Floor, Integrated Office Complex,
Ispat Bhawan, Lodhi Road,
New Delhi-110003

AND

BHEL Units and THEIR SUB-CONTRACTORS/ Vendors

Signature & Seal of the authorized officials of Underwriter

Signature & Seal of the authorized officials of BHEL

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, Resident Manager, Site Engineer, 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.

1.10 **'TENDER DOCUMENTS'** shall mean the General Conditions of contract (clause no.1.8 above) and Tender Specifications (clause no.1.9 above).

Signature & Seal of the authorized officials of Underwriter	Signature & Seal of the authorized officials of BHEL

अन्तर्राष्ट्रीय परिचालन प्रभाग INTERNATIONAL OPERATIONS DIVISION / New Delhi-3 (India)

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, Structurals, 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 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 vise 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.

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.

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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.

Signature & Seal of the authorized officials of Underwriter

Signature & Seal of the authorized officials of BHEL

SECTION III

SPECIAL CONDITIONS OF CONTRACT

OVERALL SCOPE OF THE POLICIES:

Scope of these specifications cover issuance and servicing of

1. Marine-cum-Erection (MCE) Policy

The above policy shall be for providing Cover-

(a) "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.

(b) Third Party Liability-covering the legal liability falling on the insured contractor as a result of bodily injury or property damage belonging to a third party.

This cover i.e. MCE Cover can be arranged in the joint names of Central Electricity Board (CEB), Mauritius and BHEL covering interests and risks of 8 MWAC Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius, CEB as the principal, BHEL as the Contractor and including all the sub-contractors employed by BHEL.

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

The risk Coverage under the policy so issued by the "Underwriter" shall be applicable from the start of movement of goods/ consignments, mechanically or manually, from Seaport/Airport in India/third country and remain in force during transit up to the site, unloading, storage at site, transit from storage locations and 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), Terrorism 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) Clearance and removal of debris
4) Institute replacement clause, special replacement clause (Air duty) and deferred unpacking clause.
5) Insurers right of subrogation against insured parties (excluding Carriers) waived.
6) RSMTD
7) Extra charge cover
8) Cross Liability
9) Warehouse to warehouse basis
10) War, SRCC

2. 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.

2.1 Marine Cover

- 120% 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.

2.2 Storage, Erection, Testing Cover

2.1 plus cost of storage, erection and testing which, inter-alia, includes:

- ➢ Erection, Testing and Commissioning Charges including SCE Insurance, including supervision and other incidental services by Vendors and BHEL Units/ divisions.
- ➢ Ccommissioning as per the contract clause.
- ➢ Reliability testing period of **one (1) month**
- ➢ Temporary civil works covering project office building, storage sheds, storage yard.
- ➢ Project Office Buildings and all office equipment 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.

3. PROCEDURE FOR CLAIM SETTLEMENT

3.1. 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.

3.2. 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.

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

3.4. 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 the site with a copy to BHEL SBD Bangalore office in India.

3.5. The surveyor shall send his findings to the Insurer within 15 days of his getting documents.

3.6. 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.

Signature & Seal of the authorized officials of Underwriter	Signature & Seal of the authorized officials of BHEL

3.7. 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.

3.8. 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 USD 300 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.

3.9. 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.

4. EXCESS/ DEDUCTIBLE

For Marine Cover: 0.25% of the consignment value subject to a minimum of USD 300/-

For Storage /Erection and Testing Cover:

- **Normal Period:** 5% of claim amount subject to minimum of USD 1000/- (EEL)
- **Testing, Fire & Explosion:** 5% of the claim amount subject to minimum of USD 3000 (EEL)
- **Act of God**: 10% of claim amount subject to minimum of USD 5000 (EEL).

Third Party Liability: The Policy excess of Storage/Erection and Testing cover as above shall apply. For Third Party damage claims arising out of AOG perils, the excess applicable to AOG claims shall apply.

5. SELF-SURVEY LIMIT:

For all claims this limit will be **USD 300** over and above the excess applicable.

6. ON-ACCOUNT PAYMENTS AGAINST CLAIMS:

In case of any claim, proceeds will be transferred to BHEL EEFC account. 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.

7. Transfer of Title of the Goods

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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.

8. Value of Single largest consignment (PBL): USD 1,627,500.00

9. STORAGE, ERECTION & TESTING COVERS:

9.1. 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.

9.2. 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.

9.3. 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.

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.

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 the plant with grid. After synchronization of system to the grid reliability testing of the Solar PV Farm will start. The duration of the reliability test shall be for a period of 30 days without the plant encountering any kind of failure or interruption. The plant will be operated by the station staff under the supervision of the Contractor's (BHEL) engineers during the Reliability Test period, but the Contractor shall be allowed to make any minor adjustment which may be necessary. Should any failure or interruption occur in any portion of the plant due to or arising from faulty design, materials, workmanship or to omissions or to incorrect erection sufficient to prevent safe and full commercial use of the plant, the Reliability Test shall be considered void, and the reliability test period of 30 days shall re-commence after the Contractor has remedied the cause of defect. During the test period, an outage of up to 24 hours (the cumulated hours of outages shall not exceed 24 hours) for the PV farm shall be allowed to cover for minor faults. If this period is exceeded, the Reliability Test shall be restarted. Stops due to faults of the Employer's (CEB) staff, unacceptable grid variations or lack of electrical load, or other responsibilities of the Employer are not considered as stops in this context. Failure of major component shall result in restart of the test.

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.

10. Period of insurance cover

Cover period for various insurance cover shall be as follows:

S. No.	Insurance Cover	Cover period
1	Marine policy	The marine cover shall start from the date of despatch of first consignment or date of first instalment premium payment whichever is later until date of issue of Taking Over Certificate for the project. Issuance of taking over certificate is anticipated by 28th Feb'2023
2	Storage Cum Erection (SCE) policy	The SCE cover shall start from the date of first instalment premium payment until date of issue of Taking Over Certificate for the project. Issuance of taking over certificate is anticipated by 28th Feb'2023.
3	Decennial liability insurance	The insurance cover shall start from the date of first instalment premium payment until 10 years after date of issue of Taking Over Certificate for the project i.e. 28th Feb'2033 tentatively.
4	Professional indemnity insurance	The insurance cover shall start from the date of first instalment premium payment until 5 years after date of issue of Taking Over Certificate for the project i.e. 28th Feb'2028 tentatively.
5	Insurance for Contractor's personnel	The insurance cover shall start from the date of first instalment premium payment until date of issue of Taking Over Certificate for the project i.e. 28th Feb'2023 tentatively.
6	Third party liability insurance	The insurance cover shall start from the date of first instalment premium payment until date of issue of Taking Over Certificate for the project i.e. 28th Feb'2023 tentatively.

Signature & Seal of the authorized officials of Underwriter

Signature & Seal of the authorized officials of BHEL

INTERNATIONAL OPERATIONS DIVISION New Delhi-3 (India)

9.0 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) Surrounding Properties with FLEXA for 10% of Policy Sum Insured.
b) Third Party liability including cross liabilities for a sum Insured USD 900,000 (AOA/AOY- USD 100,000 per occurrence)
c) 50/50 clause
d) 72 hours clause
e) Free automatic reinstatement clause up to 10% of the Sum Insured.
f) Loss minimization expenses upto USD 500,000.
g) Professional fees upto USD 500,000.
h) Cross liability cover
i) Waiver of contribution clause
j) Damage due to falling objects
k) Amendment in fire fighting endorsement wordings.
l) Debris removal up to USD 50,000
m) Expediting cost including Air freight and Express freight (Up to 30% of net claim amount)
n) Pair or set clause
o) Fragile Items like glass, insulation, refractory, insulators, mineral wool mattress, fire bricks etc.(in boxes or loose as may be) - with Sum Insured upto USD 100,000
p) Waival of Subrogation Clause
q) Inland transit up to a value of USD 500,000 to cover movement / transit between one part of site & other part of site
r) Civil Engineering Works – To cover the risk of loss or damage to the property brought on to the Site of Erection for the performance of the contract, as follows:-
    1. All permanent Civil Engineering Works such as buildings, foundations, earthwork including materials for the constructions thereon
    2. All temporary civil works such as buildings, sheds

10.0 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.

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

11.1 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.

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

Signature & Seal of the authorized officials of Underwriter

Signature & Seal of the authorized officials of BHEL

11.3 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.

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

Signature & Seal of the authorized officials of Underwriter	Signature & Seal of the authorized officials of BHEL

8 MWAC Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius

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:IO:INS:MAURITIUS dated 11th July 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)

8 MWAC Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius

ANNEXURE - II

DECLARATION SHEET

I,

____

_________________________________hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BHEL:IO:INS:MAURITIUS dated 11th July 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)

8 MWAC Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius

ANNEXURE III

CERTIFICATE OF DECLARATION FOR CONFIRMATION OF INSURANCE REGULATORY OR STATUTORY GUIDELINES

I, ____

hereby certify on behalf of ………………………………………………………. that our offer no…………………………………….. dtd……………against tender specification No BHEL:IO:INS:MAURITIUS dated 11th July 2022 does not breach of Insurance Act/Insurance Regulation/TAC and applicable statutory or regulatory 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)

8 MWAC Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius

Annexure- IV

REINSURANCE DECLARATION

We ……………………………………………………………….. will go for a minimum 90% re-insurance and will furnish the details of re-insurance arrangement in the event of becoming a successful bidder.

The Re-insurance will be done with General Insurance Corporation of India and/or any other Indian Nationalised Insurance Companies and/or Re-insurance Companies in Mauritius and/or "**A+**" rated (by reputed international rating agency like Standard & Poor or AM Best) international re-insurers for Lead, and

General Insurance Corporation of India and/or any other Indian Nationalised Insurance Companies and/or Re-Insurance Companies in Mauritius and/or "**A-**" rated (by reputed international rating agency like Standard & Poor or AM Best) international re-insurers for follow re-insurers as per terms of tender.

We confirm that M/s ……………………………………………………(Name of the Lead Reinsurer) has agreed to provide re-insurance support to us for ………………% (Share) in Insurance cover for 8 MWAC Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius (Tender No. BHEL:IO:INS:MAURITIUS Dated 11th July 2022).

The Lead Re-insurer credentials are as below:

LEAD RE-INSURER CREDENTIALS

1. Name :
2. Registered at :
3. Rating :
4. Last update in rating :
5. Rating updated by Agency :

For and on behalf of underwriter

Authorized representative's signature
with name and address

8 MWAC Solar PV Farm at Tamarind Falls Henrietta (Phase II), Mauritius

Annexure - V

LIST OF INTERNATIONALLY ACCEPTED EXCLUSIONS

1.

2.

3.

For and on behalf of underwriter

(Signature & seal of authorized signatory)

ANNEXURE-VI

UNPRICED PRICE SCHEDULE

SCHEDULE OF RATES

INSURANCE COVER

FOR 8 MWAC SOLAR PV FARM AT TAMARIND FALLS HENRIETTA (PHASE II), MAURITIUS

SN	Description of Cover	Cover period	Sum Insured (USD)	Amount of Premium (In USD excl. taxes)	
				in figures	In words
i	Marine policy for plants and machinery of the project including contractor's equipment.	As per clause 10 of special conditions of the contract.	USD 7,743,864	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx
ii	Storage Cum Erection (SCE) policy for works, plants and machinery of the project including contractor's equipment and contractor's document.	As per clause 10 of special conditions of the contract.	USD 9,021,864	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx
iii	Decennial liability insurance for civil and building works.	As per clause 10 of special conditions of the contract.	USD 800,000	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx
iv	Professional indemnity insurance for the risk of professional negligence in the design of the works.	As per clause 10 of special conditions of the contract.	USD 1,000,000	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx
v	Insurance for Contractor's personnel	As per clause 10 of special conditions of the contract.	USD 45,000	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx

vi	Third party liability insurance for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sl. No. (ii) above) or to any person (except persons insured under Sl. No. (iv) above)	As per clause 10 of special conditions of the contract.	USD 900,000	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxx
vii	**Taxes (GST/VAT, if any)**	**(@_xxxxxxxxx%)** **(Please specify the percentage)**			

Total Premium [Sl. No. i to vi] (In Figures) (USD) _xxxxxxxxxxxxxxxx______________

Total Premium [Sl. No. i to vi]((In words) (USD) ______xxxxxxxxxxxxxxxxxxx_____

Note:
1. The Premium is to be quoted after applying discounts but before applying taxes as applicable.
2. The bidder shall quote for all insurance covers mentioned above. Partial quotation shall not be accepted and such bid is liable for rejection by BHEL

Signature and seal of the Bidders

TENDER SPECIFICATION

FOR

INSURANCE COVER

FOR 8 MW_{AC} SOLAR PV FARM AT TAMARIND FALLS HENRIETTA (PHASE II), MAURITIUS

TENDER NO. BHEL: IO: INS: MAURITIUS

VOLUME – II

PRICE BID

BHARAT HEAVY ELECTRICALS LTD.
CORPORATE FINANCE
BHEL HOUSE, SIRI FORT
NEW DELHI – 110 049.

PRICE SCHEDULE

SCHEDULE OF RATES

(INSURANCE COVER

FOR 8 MWAC SOLAR PV FARM AT TAMARIND FALLS HENRIETTA (PHASE II), MAURITIUS)

SN	Description of Cover	Cover period	Sum Insured (USD)	Amount of Premium (In USD excl. taxes)	
				in figures	In words
i	Marine policy for plants and machinery of the project including contractor's equipment.	As per clause 10 of special conditions of the contract.	USD 7,743,864		
ii	Storage Cum Erection (SCE) policy for works, plants and machinery of the project including contractor's equipment and contractor's document.	As per clause 10 of special conditions of the contract.	USD 9,021,864		
iii	Decennial liability insurance for civil and building works.	As per clause 10 of special conditions of the contract.	USD 800,000		
iv	Professional indemnity insurance for the risk of professional negligence in the design of the works.	As per clause 10 of special conditions of the contract.	USD 1,000,000		
v	Insurance for Contractor's personnel	As per clause 10 of special conditions of the contract.	USD 45,000		

vi	Third party liability insurance for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sl. No. (ii) above) or to any person (except persons insured under Sl. No. (iv) above)	As per clause 10 of special conditions of the contract.	USD 900,000		
vii	**Taxes (GST/VAT, if any)**	**(@_________%)** **(Please specify the percentage)**			

Total Premium [Sl. No. i to vi] (In Figures) (USD) ____________________

Total Premium [Sl. No. i to vi]((In words) (USD) ____________________

Note:

1. The Premium is to be quoted after applying discounts but before applying taxes as applicable.
2. The bidder shall quote for all insurance covers mentioned above. Partial quotation shall not be accepted and such bid is liable for rejection by BHEL

Signature and seal of the Bidders