

To
Ms-----

Dear Sir/Madams

Sub: **Sea Export Freight Contract from Chennai to Singapore in 1 X 40 GP container**

BHEL invites tender for **Sea Export Freight Contract from Chennai to Singapore**. The bidders are requested to submit their most competitive offers complete in all respects without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. The technical offer should comply with all the tender requirement. The offer with any deviation will be rejected and the financial offer of the bidder will not be opened.

The tender will be conducted and evaluated online through e-procurement system. The bidder shall submit his response through bid submission to the tender on e- procurement platform at <https://eprocurebhel.co.in/nicgep/app> only as no other forms of submission of offers or hard copy is accepted. Bidders are requested to quote their most competitive price in through the online e-procurement portal/system

Bidders must submit their bids in e-procurement portal by 14.00 hrs 01.03.2021. Kindly forward your regret letter in the event of non-participation in the tender. Successful bidder shall be responsible for completion of the contract in all respect. Techno Commercial offer will be opened through e-procurement portal on 01.03.2021 at 14.30 Hrs. The price bid of technically qualified bidders shall be opened after due intimation.

Thanking you



**TENDER FOR SEA EXPORT FREIGHTING
To Port Singapore
TENDER NO.:RE/CHE/EXP/E-2023
DATE 20.02.2021**

**BHARAT HEAVY ELECTRICALS LIMITED
REGIONAL OPERATIONS DIVISION
CHENNAI-600035**

Last Date of Submission : 01.03.2021 14:00 hrs

CONTENTS

General Information	2
Section I Scope Of Work	3
Section II Special Instructions	4
Section III Price and Payment Terms	6
Section IV Technical Requirements	7
Section V Certificate of Compliance	13
Section VI Price Bid Format	14
Section VII General Terms and Conditions	15

GENERAL INFORMATION

This tender is for appointment of Contractor for **Sea Export Freight Contract from Chennai to Singapore in 1 X 40 GP container** .Detailed specifications and scope are covered in Section I.

Only the registered service providers of BHEL can participate in this tender.

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	V Ramesh DGM Harshal Trivedi Sr. Engineer	Ph. No. 8526551546 ramesh.v@bhel.in Ph No.8939600932 trivedi@bhel.in
2.	BHARAT HEAVY ELECTRICALS LTD., Regional Operations Division, Material Services, 11, TEK towers, 4 th Floor, Thoriapakkam, Chennai 600097. Tamil Nadu. India.	
3.	M/S HOUSTON PEACE OFFSHORE PTE LTD 8 EU TONG SEN STREET # 13-82 THE CENTRAL OFFICE 2 SINGAPORE (059818) P:+65 66351057 WHATSAPP: +65 92425007 EMAIL: SAMHOUSTONPEACEOFFSHORE@GMAIL.COM	

SECTION – I SCOPE OF WORK

Shipments:

BHEL has been exporting various types of Cargo for Power projects in Singapore

This tender is for the appointment of **Sea Export Freight Contract from Chennai to Singapore in 1 X 40 GP container**

Only the registered service providers of BHEL can participate in this tender.

Detailed scope of work is detailed in the document.

Cargo Description and quantity:

Packing list enclosed

Dimension and weight may vary of the packages $\pm 20\%$

Period of Shipment:

Package meant for export from Chennai port are ready and to be exported immediately after award of contract.

Details of Work:

1. Contractors must offer rates in the prescribed price format.
2. Empty container will be lifted from/ Liner empty yard by contractor. The cargo will be stuffed either in BHEL Plot at Chennai Harbor or in any other CFS.
3. Contractor will inspect the containers for suitability, dryness and damages and clear the containers before issuing plot permission
4. CHA work for filing of Shipping Bill, Customs inspection, stuffing will be done by BHEL.
5. Arrange for Survey of stuffing and lashing of cargo for securing the cargo will be on the scope of contractor.
6. Stuffed container after completing customs formalities should be delivered **by the contractor.**
7. **All CFS and transportation Charges should be borne by the contractor.**

BHEL reserves the right to offer the work as detailed to one contractor or multiple contractors or reject all the offers without assigning any reasons

Load Port: Chennai Port

Discharge / Destination Port: Singapore

Terms : CFR

Detailed Instructions and qualifying requirements are covered in Special Instructions of this Tender document. Tenderers are requested to carefully read this section. BHEL reserves the right to offer the work as detailed to one contractor or multiple contractors or reject all the offers without assigning any reasons.

SECTION II

SPECIAL INSTRUCTIONS

1. Bidders are advised to go through the tender document fully before filling up the response sheets and rate schedules. **The bidder while submitting the offer must specify the full details as required in Section V, TECHNICAL REQUIREMENTS.**
 2. **Bidders are advised to go through the tender document fully before submitting their offers online on E-tendering portal <https://eprocurebhel.co.in/nicgep/app> .**
1. The offers shall include

1) Technical Bid (please read the following sections carefully)

The techno-commercial bid is to be filled and submitted /or uploaded in excel sheet online on E-tendering portal of BHEL at web address <https://eprocurebhel.co.in/nicgep/app> latest by 01.03.2021, 14.00 Hrs. The techno commercial offers shall be opened on 01.03.2021 @14.30 Hrs. Hard copies of Techno commercial offers shall not be accepted for evaluation.

2) Price Bid:

The price Bid is to be filled up and submitted /or uploaded in excel sheet through E-tendering system only. The price bid of technically qualified parties will be opened in E procurement after due intimation.

EVALUATION:

The offers (Technical Bids) will be opened on 01.03.2021 at 14.30 Hrs. **Techno Commercial bids will be evaluated first.**

However, as this tender is a short notice tender, all tenderers are advised to ensure that the technical offer is strictly in line with the tender requirements.

Only those **PRICE BIDS** of the bidders who have submitted fully compliant techno commercial offer as evaluated by BHEL shall be taken up for further evaluation.

For concluding freight contract, based on the availability of the cargo, prices offered by the tenderers will be evaluated on overall basis and award the contract who have offered overall lowest cost to BHEL.

Evaluation Criteria:

1. **Offers of Parties meeting the tender requirement will only be considered for evaluation.**
2. **The offers will be evaluated on the basis of the sum total price of Sl. No 1 of the Price Bid (Section VII).**
3. **For Tender evaluation Rs/USD exchange rate prevailing on the date of opening of Technical Bid will be considered.**

General

Technical bids of offers received up to 14:00 Hrs. on 01.03.2021 will be opened at 14:30 Hrs. on the same day in the presence of tenderers or representatives who wish to be present.

After evaluation of the technical bids, price bids of technically qualified bidders will be opened in E procurement.

SECTION - III

PRICE AND PAYMENT TERMS

PRICE:

Freight rate quoted shall be on total packages in USD (US Dollar).

VALIDITY:

The offers shall be kept valid for a period of 30 days from Tender opening. The successful tenderer shall keep the price offered firm till the conclusion of contract.

PAYMENT TERMS

Payment shall be made for the actual number of containers employed.

Payment shall be made on the basis of the rates by the successful bidder. All payments will be made in Indian rupees only. For the purposes of exchange rate SBI TT selling rate on the date of Billing Lading will be used.

The freight rates offered shall include BAF, CAF, GRI, RRI, THC for both load and discharge ports, Documentation charges (BL) and all other additional charges.

No other charges other than explicitly agreed charges will be paid

- 1 90% of Ocean Freight Charges is payable on presentation of the freight bill on presentation of invoices and the Original and Non Negotiable Bills of Lading.
- 2 Balance 10% Ocean Freight charges is payable after discharge of containers at discharge port safely with documentary proof.

EVALUATION:

Only those **PRICE BIDS** of the bidders who have submitted fully valid technical offer as evaluated by BHEL shall be taken up for further evaluation.

For concluding Sea freight contract Tenders will be evaluated on the basis of overall lowest cost to BHEL in each item (i.e) BHEL may at its discretion order each item from a different vendor.

Any additional cost indicated by the tenderer will be used for evaluation of the tender.

SECTION IV

TECHNICAL REQUIREMENTS

TECHNO COMMERCIAL FORMAT

Name of Contractor/Freight forwarder/Agent:

Name and Contact Address of Associate Agent at Load Port :

Name and Contact Address of Office at Discharge Port :

Vessel Name : Port SINGAPORE

ETA Chennai :

Export Gate Opening on :

Export Gate Closing On :

Transit Time for the Container:

Whether Direct Sailing : YES / NO

Essential Conditions:

1. No additional Charges other than contracted are payable.
2. Contractor to arrange for survey of loading, stowing containers..
3. Transit Time shall be calculated from the date of actual sailing of vessel from the load port and the date of actual container Discharge at discharge Port. In any case Transit time shall not **exceed 20 days** for Port Singapore.
4. For the delays beyond agreed total transit time (as per the offer) penalty @ 2% of total contract value per week pro-rata up to maximum 10% shall be charged and deducted from the bills of the contractor.
5. Draft Bill of Lading is to be approved by BHEL.
6. BHEL reserves the right to accept a tender or reject all tenders or split the scope of work between contractors without assigning any reasons.

I/We Agree to abide by all the above conditions

Offers of parties not meeting the below will be rejected.

Sr No	Description	Remarks (YES/ NO)															
I Pre Qualification Criteria																	
1.	Bidder must have an average annual turnover not less than Rs 37500 in the last 3 years. (i.e for year 2017-18, 2018-19 and 2019-20)(copy of CA certificate indicating details of turnover on account of freighting in India of each FY along with copy of audited balance sheet is to be submitted. (If balance sheet for financial year 2018-19 is not audited, data for 3 previous year may be given i.e for year 2017-18, 2018-19 and 2019-20). CA certificate & Balance sheet should be of same period	Copy of CA certificate to be uploaded along with copy of audited Balance Sheet															
<u>Format for CA certificate on his letter head</u>																	
	<table><tr><th>Sr No</th><th>Description</th><th>2017-18</th><th>2018-19</th><th>2019-20</th></tr><tr><td>1</td><td>Total Turn Over of Company in Rs Lakhs in Freight business</td><td></td><td></td><td></td></tr><tr><td>2.</td><td>Current Ratio > 1</td><td colspan="3"></td></tr></table>	Sr No	Description	2017-18	2018-19	2019-20	1	Total Turn Over of Company in Rs Lakhs in Freight business				2.	Current Ratio > 1				
Sr No	Description	2017-18	2018-19	2019-20													
1	Total Turn Over of Company in Rs Lakhs in Freight business																
2.	Current Ratio > 1																
2.	Bidders must submit proof of having have successfully executed ocean freight contracts in last 3 years (ending last day of month previous to the one in which the tender was due for opening) as per following (i) Three contracts of value not less than Rs 50000 each OR (ii) Two contracts of value not less than Rs 62500 each OR (iii) One Contract of value not less than Rs 100000	Copies of contract / work order with copies of satisfactory completion certificate from customer to be uploaded.															
(1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer																	
(2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.																	
(3) The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered																	

Details of work order/contract shall be given as per below format in separate sheet

Sr No	Full postal address of client and officer in charge	Brief description of work and Qty	Work order No and Date	Value of contract in Rupees in Lakh	Time Schedule in month	Actual date of completion
1						
2						
3						

For each case of Work Experience filled in the format, selfattested copy of work order / Letter of Award and Self attested copies of work completion certificates issued by the agency who has awarded the contract should be uploaded on e-portal. **BHEL reserves the right to verify the authenticity of the document from the originator, hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required.”).**

3.	Valid GST Registration	Copy to be uploaded.
4.	The Bidder should not have been referred to BIFR/NCTL or declared SICK by any Statutory Authority	A self-certification should be submitted by bidder
5	Vessel Qualification: Vessel will be provided as per General terms and conditions and will be self geared to load/unload the heavy lifts mentioned in the packing list. Agreement with Owner of the ship is to be available.	Agreed
6	Penalty: 1) The transit delay beyond the permitted transit period shall attract a penalty of 5% per week pro rata on the contract value for the cargo subject to maximum 10% of the contract value of that particular cargo. Such penalty shall be recovered while releasing the bills of the contractor 2) In-case of delay in handing over of OBL to shipper (due to no fault of BHEL), per day penalty will be 1 % of total contract value of shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total price of shipment. 3) Total Penalty will not exceed 20% of the contract value	Agreed

7.	The Bidder should not have been banned on business dealing by BHEL/Govt. of India/any undertaking of Govt. of India.	A self-certification should be uploaded by bidder
8	Original Latest Solvency Certificate for Rs 5 lakhs from a Scheduled bank in India	Copy of Solvency Certificate to be uploaded YES. Original
10.	Parties must not have been penalized in any earlier contract with BHEL in the last five years.	Self Certification to be uploaded
11.	Power of Attorney, agreements & copies thereof of the signing authorities with letter of authorisation	Copy to be uploaded
Note :Offers of parties not meeting above qualifying criteria will be rejected.		
II	Details to be furnished	
1.	Name & Address of the company (If part of the work	
i)	has to be handled by its associate, details of the associate also to be provided along with bidder details)	
ii)	Year of Establishment of company	
2.	Type of Ownership :Proprietorship or Partnership or Private Limited or Public Limited or Central Undertaking or State undertaking or Any other (specify) (If part of the work has to be handled by its associate, details of the associate also to be provided along with bidder details)	
3.	Partnership deed in respect of Partnership firms	Copy to be uploaded if applicable
4.	Certificate of Incorporation in respect of Ltd Co	Provide date of Incorporation & copy of certificate to be uploaded
5.	Complete Information on Party's offices in Chennai Office Address Telephone no./ Mobile no. Name of Contact Person with email id's ii) Office is owned / rented	Information to be provided

6.	Company Details i) PAN Number ii) GST Registration number iii) Bank Reference (Details of Electronic Fund Transfer duly endorsed by the bank) - Name of the Company - Name of the Bank with branch - City/ Place - Account Number -Account Type - IFSC Code of the Bank Branch - MICR code of the bank Branch	Copy to be uploaded
7.	i) Directors / Partners if related to any BHEL employee	Name Staff No Designation Unit & Dept
	ii) If any Ex BHEL Personnel is employed by the Company, Mention the details	Name Staff No Designation Unit &Dept Relationship Date of Leaving Service
8	Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer's Act / Child Labor Act / / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Tamil Nadu state and Govt of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance / ISO 9001/14000/OHSAS compliance.	Agreed.
9	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
III TECHNICAL REQUIREMENTS		
1.	EMD for Rs. 2500 /-	Submitted
2.	Technical bid Signed and Stamped (All pages)	Submitted
3.	Blank Financial bid Signed and Stamped	Submitted
4.	The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given
5.	Bidder shall ensure that all the invoices and receipts are submitted immediately after payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the	Agreed

	submission of original invoice and receipt from the concerned parties.	
6.	Bidder should submit the 3rd original RA after custom clearance along with the relevant original Bill of Entry where the Bill of entry is cleared after taking RA.	Agreed
7.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be submitted/Uploaded on E-portal	Given/Uploaded
8.	PAYMENT TERMS: As Specified in Section III	Agreed
9	INDEMNITY Contractor shall keep BHEL indemnified of all legal issues, the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
10	ARBITRATION As Specified in General Terms & Conditions.	Agreed
11	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
12	CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's	Agreed

	notice by registered post acknowledgement due or in person under delivery.	
13	TAXES/TDS: GST will be paid extra as applicable. After the implementation of GST, necessary changes in billing and compliances shall be adhered. TDS will be recovered from bills as per the rules prevalent.	Agreed
14	VALIDITY: The contract shall be valid till all the packages listed in the packing list are received at discharge Port and loaded on BHEL placed Vehicle after custom clearance	Agreed
15	GOVT.RULES & REGULATIONS: CONTRACTOR or its associate to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
16	RISK PURCHASE As Specified in General Terms & Conditions.	Agreed
17	Offer Validity: The offer of bidders will be valid for 90 days for acceptance from due date of tender. Validity of the contract : The contract will be valid till completion of the work defined in the tender	Agreed
18	ADDITIONAL WAR RISK INSURANCE: In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
19	Transshipment of the cargo is not permitted	Agreed
20	14 free days (at discharge port) to be ensured	Agreed

SIGNATURE AND SEAL OF TENDERER

SECTION V

CERTIFICATE OF COMPLIANCE (IN COMPANY LETTER HEAD)

Date

To

DGM
Material Services,
Regional Operations Division,
BHARAT HEAVY ELECTRICALS LIMITED,
Chennai

Sir,

Tender No. RE/CHE/SEA EXP/E-2023

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the tender.

We agree to carry out the shipping contract tendered at the rates as offered by us in the Price Bid submitted by us and in accordance to the terms and conditions of the subject tender. The prices bid shall be kept valid for a period of 30 days from the date of tender opening.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

SIGN AND STAMP OF CONTRACTOR

SECTION VI
PRICE BID FORMAT

Please fill up the details carefully. The freight is to be offered in US Dollars

Sl. No.	Description	Unit	Rate per Container in USD	Total rate in USD for 1 X 40 GP container
1	Power Plant equipment	IO		

The freight rates offered shall include BAF, CAF, GRI, RRI, and THC for both load and discharge ports, documentation charges (BL charges) and all other additional charges.

No other charges payable other than the agreed rates.

Signature of Authorized Representative

SECTION VII

GENERAL TERMS AND CONDITIONS

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.

1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.

1.3 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Tenderer, the drawings, the Technical Specifications and the Special Specifications (if any).

1.4 Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.

1.5 "TENDER SPECIFICATIONS" shall mean the Special Conditions, Technical Specifications, Appendices, Site Information and drawings pertaining to the work for which the tenderers are required to submit their offer.

1.6 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

1.7 "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 or Individuals, whether incorporated or not.

2.0 ISSUE OF NOTICE:

2.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Chennai (India), at the Load Port and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.

3.0 COMMENCEMENT OF WORK:

3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 INVOICES AND PAYMENTS

4.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

4.2 In case the Contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.

4.3 Taxes and duties extra at actuals.

5.0 RIGHTS OF BHEL:

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

5.1 To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of :

- a. Withdrawal from or abandonment of the work before completion of the work.
- b. Corrupt or illegal act of the Contractor.

5.2 To recover any moneys due from the Contractor, under this or any other contract or from the Security Deposit.

5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract .

6.0 OBSERVANCE OF LOCAL LAWS :

6.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

6.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.

7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

7.1 All safety rules, codes applied by respective government agencies both in India and foreign countries regarding environmental safety shall be observed by the Contractor and his workmen without exception.

8.0 INSURANCE:

8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).

8.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.

8.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

8.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

9.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

9.1 Acts of God, Act of any Government, war, Sabotage, riots, civil Commotion, Flood, Fire Cyclone, Earthquake and other similar causes over which the Contractor has no control.

9.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time.

9.3 Force Majeure conditions will apply on both sides.

10.0 ARBITRATION

10.1 If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors except as to any matter, the decision for which is specifically provided for, the same shall be referred to arbitration in accordance with Indian ARBITRATION AND CONCILIATION ACT, 1996.

10.2 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

11.0 LAWS GOVERNING THE CONTRACT:

11.1 The contract shall be governed by the Indian Laws in force and only courts in Chennai, India shall have jurisdiction over this contract.

12.0 INDEMNITY:

12.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

13.0 Security Deposit:

13.1 Contract Successful bidder shall submit a percentage of the total contract value as security deposit.

13.1 The security deposit shall not carry any interest.

13.2 Security deposit has to be furnished in the form of Bank DD from Scheduled Banks in favor of BHEL.

13.3 The rate of Security Deposit shall be 5 % of value.

13.4. Securities/BG's shall be released after successful execution and completion of the contract upon receipt of No claim letter from the contractor and settlement of all dues in the contract.

14 Earnest Money Deposit:

14.1 **EMD of Rs 2500/-** (Rupees two thousand five hundred only) will have to be submitted along with the Techno commercial offer. Offer without EMD shall be rejected. The EMD Demand Draft shall be drawn in Favor of "BHARAT HEAVY ELECTRICALS LTD."

14.2 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.

14.3 EMD of the Bidder will be forfeited if:

14.3.1 After opening the tender, the Bidder revokes his tender within the validity period or increases his earlier quoted rate.

14.3.2 The Bidder does not commence the work within the period as per LOI/ Contract. In Case the LOI/ Contract is silent in this regard then within 15 days after award of contract.

14.4 EMD of successful bidder can be adjusted towards part of the security deposit.

14.5 EMD of all unsuccessful bidders will be returned within 15 days of placement of LOI/Work Order on successful bidder.

14.6 EMD shall not carry any interest.

14.7 EMD can be remitted through RTGS and amount to be credited to BHEL Account before Tender opening. Details of Account given below

ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	42705249391
ACCOUNT TYPE	CURRENT ACCOUNT
BANK NAME	STANDARD CHARTERED BANK
BRANCH NAME	RAJAJI SALAI
BRANCH ADDRESS	19,RAJAJI SALAI CHENNAI 600001
IFSC CODE	SCBL0036078
MICR CODE	600036005

Vendors to E mail Details to BHEL ROD Chennai on EMD payment made through RTGS

14.8 MSMED vendors are exempted from submission of EMD subject to submission of Documents as mentioned in Tender

REQUIREMENTS OF PERFORMANCE.

15.1 All the permissions and Clearances or any other relevant authorization from competent authority/Government agency shall be obtained by the Contractor for the execution of this contract at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, if any.

15.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

15.3 The Contractor shall take all due care of consignments while loading/unloading.

MSME VENDORS:

“MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (format enclosed as per Annexure- I) applicable for the year ,certifying the quantum of investment in plant and machinery with in the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over . Date to be reckoned for determining the deemed validity will be last date of Technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE Supplier till the supplier submit these documents”.

FRAUD PREVENTION POLICY

"The bidder along with its associate/collaborators/sub-contractors/subvendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."