

AMENDMENT NO. 01 TO NIT NO. 32628

PROJECT : TRANSPORTATION RATE CONTRACT

Item : RATE CONTRACT OF TRANSPORTATION OF M. S. RODS

**Enquiry No. : TBMM/RC/TPT/MSRODS/17-18 DATED 21 – JUNE – 2017 Due on 14.07.2017
Extended upto 21.07.2017**

This Amendment / Corrigendum is issued to EXTEND the Techno-commercial Opening for above mentioned Enquiry from 14 – JULY – 2017 to 21 – JULY – 2017 at 02:30 PM.

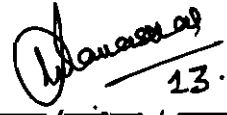
Please note that the offer submission time for the Enquiry is also extended till 02:00 PM on 21 – JULY – 2017.

Also, the Terms and Conditions of Enquiry have been amended to :

- Incorporate suitable GST Clause.
- Changing the EMD Amount from Rs. 1,97,000/- to Rs. 2,23,000/-.
- Changing the PVC Base Date from 07.02.2017 to 14.07.2017.

Kindly arrange to submit your offer accordingly.

All other details for the Enquiry remains same.


13.07.2017
हिमांशु कानस्कर (प्रबंधक / सामग्री प्रबंधन)

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

**SCOPE OF WORK WITH TERMS & CONDITIONS
FOR TENDER ENQUIRY OF RATE CONTRACT FOR TRANSPORTATION**

S. No.	ENQUIRY NO : TBMM/RC/TPT/MSRODS/17-18 DATE : 21 – 06 – 2017 CORRIGENDUM NO. 01 DATED 13 – 07 - 2017
1.	<p>INSTRUCTIONS TO BIDDERS :</p> <p>1. Sealed quotations are invited for the scope of work mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written <u>both in words and figures</u> and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 14.00 Hrs. of the due date of opening: Materials Management Division, Transmission Business Group-BHEL Tower-A, 5th Floor, Advant Navis IT Business Park, Sector-142, Noida, G.B. Nagar (U.P.) - 201305</p> <p>You may send your offer to e-mail id: tenderbox@bhel.in also without cc to anybody</p> <p>3. The same shall be opened at 14.30 Hrs. onwards on the same day. Tenders received late will be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered at the above office by due date & time.</p> <p>4. Bids are to be submitted in Two Parts:</p> <p>i) Techno-commercial bid (Part 1)- which shall include following :-</p> <ul style="list-style-type: none">• This Scope of Work with Terms & Conditions duly signed by you.• Schedule of Commercial Deviation. However, the bids having deviation(s) w.r.t. Tender Terms & Conditions are liable for rejection.• A copy of Price Bid (part II) (without prices) is also to be enclosed in Part-I bid. <p>ii) Price bid (Part II): To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part-I & Part-II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry No., Item, Project name and due date of opening.</p> <p>5. <u>For any Commercial clarification, please contact:</u></p> <p>SH. P. V. SHAIN, AGM (TBMM) HIMANSHU KANASKAR, MANAGER (TBMM) BHARAT HEAVY ELECTRICALS LIMITED TRANSMISSION BUSINESS GROUP TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305, DISTT- GAUTAM BUDH NAGAR, UP, INDIA Phone : 0120-6748472 / 0120-6748471 Email: shain@bhel.in, kanaskar@bhel.in</p>

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	<p>6. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”</p> <p>(Further to above clause, please refer attached Annexure I for Terms & Conditions Of Reverse Auction Page 1 & 2).</p> <p>RA guidelines is also on BHEL website (www.bhel.com)</p> <p>Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>Authorized signatory should authenticate tender documents. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.</p> <p>Enquiry shall also be uploaded in the CPP portal.</p>
2.	<p><u>THE SCOPE OF WORK SHALL BE AS FOLLOWING:</u></p> <p>Rate Contract for EIGHTEEN (18) MONTHS for Transportation of M. S. Rods on Mechanical Trailers. The Contract is from anywhere to anywhere within India irrespective of any Geographical Conditions i. e. Hilly area, Non-Hilly area, North Eastern Parts of the Country etc.</p> <p>The Trailer should be suitable for Transporting Standard Lengths of M. S. Rods & TMT Bars i. e. 6000 – 12000 mm Length. Loading and Un-loading of material shall be in BHEL Scope. Loading in the scope of Vendor of BHEL and Un-loading of material in Respective Site of BHEL.</p> <p>DECLARATION IN THE FORM OF AFFIDAVIT</p> <p>1. Bidders shall submit an affidavit on non – judicial stamp paper valued Rs. 100/- and duly notarized, certifying that they are :</p> <p>a. Presently not put on hold. Suspended, delisted, banned or Black – listed by any of the BHEL Units.</p> <p>b. Not have been booked by CBI and /or indicted by a Court of law in any criminal case relating to transportation.</p> <p>In case it comes to notice of BHEL at a later stage that the contract award was obtained giving incomplete/false/suppressed/forged Information then the contract is liable to be terminated & earnest money/ performance security deposit forfeited.</p>

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	<p>2. Affidavit–cum-undertaking (as per Annexure-A enclosed with this enquiry) Note: The Transit Insurance shall be in the scope of BHEL. For this purpose, Transporter has to immediately inform BHEL regarding the Consignment to be lifted will all relevant details i. e. LR No., Invoice No. & Date etc. in advance to enable BHEL to arrange for Transit Insurance.</p>
3.	<p>FREIGHT RATES : The freight rates to be quoted on per MT/KM basis for door delivery / store up to destination / store shall be inclusive of all taxes except GOODS AND SERVICES TAX [GST]. Quoted rates should be inclusive of all other charges, taxes (except GST). Further, rate of applicable GST should also be indicated. GST shall be deposited on reverse charge basis by BHEL. <u>Important :</u></p> <p>3.1) Please note that all the necessary arrangements including Stoppers, Supports, anchoring rope etc. required for Safe and secure delivery of M S Rods & TMT Bars at Site will have to be managed by Transporter at his own cost. Hence, please quote the Prices considering above factors as well as the Road conditions for Transportation. No additional Claim shall be entertained later whatsoever may be the reason.</p> <p>3.2) Also, please note that, it is the sole responsibility of Bidder / transporter in their own interest to conduct the Route Survey of the envisaged Route for Transportation prior to commencement of transportation. As, it will be deemed that the Bidder is clear of the Landscapes and Roads, Terrains / culverts / bridges etc. through which the consignments are passing and the Price aspect for encountering the same is taken care while quoting for Tender. No additional Claim on any account shall be entertained later whatsoever may be the reason.</p> <p>3.3) However, the transit insurance shall be arranged by BHEL but in case of any eventuality / accident etc. it will be the primary responsibility of transporter to lodge the FIR immediately, provide full support & all requisite documents as desired by insurance company and also to make arrangements for safe delivery of material to site.</p> <p>3.4) No detention, demurrage, wharfage, storage or any such charges shall be payable.</p> <p>3.5) Losses to BHEL on account of any Shortages, Pilferage, and Damage etc during Transit shall be recovered from the Transporter's Bills.</p> <p>3.6) Over-Loading shall not be permitted under any condition.</p>
4.	<p>TERMS OF PAYMENT : 100% payment after satisfactory delivery of goods to Consignee / Customer and within 60 days from the date receipt of Complete Invoice along-with all the following docs documents.</p> <ol style="list-style-type: none"> 1. GST Compliant Invoice (Original + 2 Copies) 2. PVC Invoice (Original + 2 Copies) (if applicable) 3. Original LR Duly Endorsed in favour of Customer by BHEL Site Person (Original + 2 copies). 4. Original MRC [Material Receipt Certificate] duly signed and stamped by BHEL Site Person (Original + 2 copies). 5. Diesel Rate Certificate (on the letter Head of transporter) 6. Diesel Rate Circular (from the website of Oil PSUs Companies like BPCL, HPCL, ONGC etc.)

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	<p>7. Copy of Security Deposit.</p> <p><i>The invoice must also mention Freight Escalation, if any, as per Clause 25 of this NIT with Documentary Evidence.</i></p>
5.	<p>INTEREST LIABILITY : In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
6.	<p>EARNEST MONEY DEPOSIT: The Earnest Money Deposit for Rs. 2,23,000/- [Rs. Two Lakh Twenty Three Thousand only] in form as mentioned below.</p> <p>Tenders received without Earnest Money in full or in the manner prescribed above will not be considered.</p> <p>1. <u>Mode of EMD deposit:</u></p> <p>EMD can be submitted in any one of the following modes:</p> <ul style="list-style-type: none"> i) Cash deposit as permissible under the extant Income Tax Act (before tender opening), ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in this document. iii) Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at New Delhi (Along with offer) iv) No other form of EMD remittance shall be acceptable to BHEL <p>2. <u>Forfeiture of EMD</u></p> <p>EMD by the bidder will be forfeited as per NIT conditions, if :</p> <ul style="list-style-type: none"> i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract. <p>3. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with supplier/contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p>4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.</p> <p>5. EMD shall not carry any interest.</p> <p>6. EMD of successful bidder shall be retained as part of Security Deposit.</p> <p>Note: 'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL will also be required to submit the requisite amount of EMD.</p>

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7.	<p>SECURITY DEPOSIT : Successful Bidder shall be required to deposit the Security Deposit amount before start of work.</p> <p>The total amount of Security Deposit will be 5 % of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of the following forms:</p> <ul style="list-style-type: none"> i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL. iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats enclosed with general conditions of contract. iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL and duly discharged on the back. v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back). <p>(NOTE: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <ul style="list-style-type: none"> 2) The BG shall be submitted only through the Banker and direct submission by the party will not be accepted. Along with the BG, the Bank shall also furnish a letter of confirmation 3) The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI/WO and the same will be kept valid by proper renewal till the completion of the work. 4) BG should be sent directly to Sr. DGM – Finance, 5th Floor, Tower-A, Transmission Business Group-BHEL Advant Navis IT Business Park, Sector-142, Noida, G.B. Nagar (U.P.) - 201305 <p>If the value of the work done at any time exceeds the accepted agreement value, Security Deposit shall be correspondingly enhanced and the extra Security</p>

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	<p>Deposit shall be immediately deposited by the contractor or recovered from the payments due to him.</p> <p>Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of EMD and cancellation of the award of work.</p> <p>BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.</p> <p><u>Conditions for acceptance of bank guarantees</u></p> <p>Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks</p> <table border="1"> <tr> <th>Sl. No.</th><th>Nationalised Bank</th><th></th><th>Nationalised Bank</th></tr> <tr> <td>1</td><td>Allahabad bank</td><td>19</td><td>Vijaya Bank</td></tr> <tr> <td>2</td><td>Andhra bank</td><td></td><td>Public Sector Banks</td></tr> <tr> <td>3</td><td>Bank of Baroda</td><td>20</td><td>IDBI</td></tr> <tr> <td>4</td><td>Canara Bank</td><td></td><td>Foreign bank</td></tr> <tr> <td>5</td><td>Corporation bank</td><td>21</td><td>CITI Bank N.A</td></tr> <tr> <td>6</td><td>Central bank of India</td><td>22</td><td>Deutsche Bank AG</td></tr> <tr> <td>7</td><td>Indian Bank</td><td>23</td><td>The Hongkong and Shanghai Banking Corporation Limited</td></tr> <tr> <td>8</td><td>Indian Overseas Bank</td><td>24</td><td>Standard Chartered Bank</td></tr> <tr> <td>9</td><td>Oriental bank of Commerce</td><td>25</td><td>J P Morgan</td></tr> <tr> <td>10</td><td>Punjab National Bank</td><td></td><td></td></tr> <tr> <td>11</td><td>Punjab & Sindh Bank</td><td></td><td>Private bank</td></tr> <tr> <td>12</td><td>State Bank of India</td><td>26</td><td>Axis Bank</td></tr> <tr> <td>13</td><td>State Bank of Hyderabad</td><td>27</td><td>The Federal Bank Limited</td></tr> <tr> <td>14</td><td>Syndicate Bank</td><td>28</td><td>HDFC</td></tr> <tr> <td>15</td><td>State Bank of Travancore</td><td>29</td><td>Kotak Mahindra Bank</td></tr> <tr> <td>16</td><td>UCO Bank</td><td>30</td><td>ICICI</td></tr> <tr> <td>17</td><td>Union Bank of India</td><td>31</td><td>Indusind Bank</td></tr> <tr> <td>18</td><td>United Bank of India</td><td>32</td><td>Yes Bank</td></tr> </table> <p>Bank Guarantees from Banks outside BHEL's consortium shall be as below:</p> <p>The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)</p> <p>The Bank Guarantees of Co-operative banks shall not be accepted.</p>			Sl. No.	Nationalised Bank		Nationalised Bank	1	Allahabad bank	19	Vijaya Bank	2	Andhra bank		Public Sector Banks	3	Bank of Baroda	20	IDBI	4	Canara Bank		Foreign bank	5	Corporation bank	21	CITI Bank N.A	6	Central bank of India	22	Deutsche Bank AG	7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited	8	Indian Overseas Bank	24	Standard Chartered Bank	9	Oriental bank of Commerce	25	J P Morgan	10	Punjab National Bank			11	Punjab & Sindh Bank		Private bank	12	State Bank of India	26	Axis Bank	13	State Bank of Hyderabad	27	The Federal Bank Limited	14	Syndicate Bank	28	HDFC	15	State Bank of Travancore	29	Kotak Mahindra Bank	16	UCO Bank	30	ICICI	17	Union Bank of India	31	Indusind Bank	18	United Bank of India	32	Yes Bank
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	<p>Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with networth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).</p> <p>In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.</p> <p>In case of foreign vendors the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.</p> <p>In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi.</p> <p><u>RETURN OF SECURITY DEPOSIT:</u></p> <p>If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute “No demand Certificate” in the prescribed form, returns properties belonging to BHEL/its Customer, taken, borrowed or hired by him for carrying out the said works, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL/its Customer under this contract or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.</p> <p>No interest shall be payable by BHEL on EMD, Security Deposit or on any money due to the contractor.</p>	
8.	<p>DESPATCH DOCUMENTS :</p> <p>8.1) While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor. Despatch documents viz. Copy of LR’s, Weight of Consignments are to be immediately submitted to BHEL on despatch.</p> <p>8.2) The transporter shall be responsible for delivering all the relevant documents including of Road Permit etc. to the consignee and obtaining acknowledgement of the same.</p> <p>8.3) All documents related with transportation, required to be shown at various check posts are to be collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the Transporter’s responsibility.</p>	
9.	<p>DELAYED DELIVERY:</p> <p>If consignments are not delivered within the transit schedule to each respective Project Site (transit time reckoning permissible speed i. e. 175 Kms per Day plus 4 (four) days grace period), an amount @ 2% of the basic freight charges for the delayed consignment per week of delay or part thereof subject to a maximum of 10% of the total order value shall be withheld.</p>	
10.	<p>VALIDITY :</p> <p>The offer shall be valid for 120 days from the due date of opening.</p>	
11.	<p>ACCEPTANCE / REJECTION OF TENDER :</p> <p>BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.</p>	

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12.	DEVIATION : The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer.
13.	SAFETY OF CONSIGNMENT : The transporter shall be solely responsible for the safe custody of the consignment from the time the material is handed over to him until the consignment are delivered at the destination, duly obtaining acknowledgement of delivery. The transit insurance shall be arranged by BHEL but in case of any eventuality / accident etc. it will be the primary responsibility of transporter to lodge the FIR immediately, provide full support & all requisite documents as desired by insurance company and also to make arrangements for safe delivery of material to site. Any failure in this regard shall be viewed seriously and BHEL shall be free to take Deterrent / Penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter. Even, in cases where the transporter does not have his branch office at delivery points, All consignment shall be accepted for transportation and deliver at such points. Similarly the transporter shall arrange for the collection of material from such points and delivery at Any such points. Transporter shall auction no material belonging to BHEL where customer/suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end consignor at the other end. Where all measures have exhausted and still the consignment is held by the transporter for a period of six months or more, material shall be rebooked to the consignor, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to & fro freight will rest with BHEL.
14.	INDEMNITY : 14.1: The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees. 14.2: In case of any negligence on the part of transporter, it will be the sole responsibility of transporter to indemnify BHEL for entire loss to BHEL.
15.	TRANS-SHIPMENT : Trans-shipment [unloading from vehicle and then reloading on to another vehicle] en-route is normally not permissible. Midway unloading and trans-shipment may however be permitted in exceptional cases, e.g. on customer's request, accident en-route or other bonafide reasons, provided approval is taken from BHEL in advance The Transporter will intimate to BHEL and get written approval from BHEL before proceeding to Trans-Ship the material. In all cases of transshipments, the entire responsibility for safety of goods shall be at the risk and cost of the transporter. For all transshipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any shall be made good by the transporter. Any transshipment anywhere shall be done under strict supervision of the transporter/his representative to avoid the risk of any damage to the packing case or the consignment being trans-shipped.
16.	ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the Head TBG, BHEL, Noida and if the Head TBG is unable or unwilling to act, to the sole arbitration of some other person appointed by the Head TBG willing to act as such arbitrator. A party wishing to

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	<p>commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.</p> <p>There will be no objection if the arbitrator so appointed is an employee of BHEL and he had to deal with the matters to which the contract relates, in the course of his duties. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such Head TBG as aforesaid at the time of such transfer vacation of office or inability to act shall appoint (see note) another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Head TBG as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all, in all cases where the amount of the claim dispute is Rs. 50,000/- (Rupees fifty thousand) and above the arbitrator shall give reasons for the award.</p> <p>The provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and the time being in force shall apply to the arbitration proceeding. The party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each dispute. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.</p> <p>The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.</p> <p>The Venue of arbitration shall be at New Delhi. The award of the arbitrator shall be final, conclusive and binding all parties to this contract, subject to the provisions of the Arbitration and Conciliation Act, 1996.</p>	
17.	<p>LEGAL SETTLEMENT : The contract shall be governed by the Indians Laws for the time being in force.</p> <p>All suits/claims in respect of this contract shall be in the courts having jurisdiction at Delhi / New Delhi.</p>	
18.	<p>SUBCONTRACTING : Under no circumstances, the transporter after entering the contract would be allowed to arrange transportation of consignments entrusted to him through another transporter/agency.</p>	
19.	<p>ADJUSTMENT OF RECOVERY : Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.</p>	
20.	<p>FORCE MAJEURE CONDITION : If by reason of war, civil commotion, act of God, Government restrictions, strike, lockout which are not in control of transporter the deliveries are delayed, transporter shall not be held responsible.</p>	

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21.	SPECIAL INSTRUCTIONS : Transporter has to arrange transportation of material immediately after receipt of instruction regarding lifting of material from BHEL.
22.	<p>PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS WITH PENALTY FOR NON LIFTING / RISK PURCHASE:</p> <p>22.1: Allocation of consignments/work shall be sole prerogative of BHEL and transporter shall be bound to accept the same. Quantities mentioned in Tender Enquiry are indicative only and actual quantities may vary depending upon actual and operational requirements of BHEL .No minimum volume can be guaranteed. However , the quantities mentioned in Tender Enquiry shall be used for the purpose of Evaluation of Tender i.e determining L-1,L-2 positions and for purpose of award of Rate Contract</p> <p>22.2: The transporter shall place appropriate vehicle as and when requisitioned through letter, e-mail, or any other mode of communication by BHEL within 4 days of intimation. However, for lifting the material from SAIL, Bhadravati this time limit shall be 7 days. In case the vehicle is not placed within the stipulated time a penalty of Rs. 2000/- per day shall be imposed on the transporter. Here penalty shall be imposed on entire lot of Lorries considering date wise all Lorries for respective site as one lot irrespective of No. of Vehicles. In case the transporter fails to place the vehicle then BHEL may at its discretion place a vehicle from any other transporter at the risk and Cost of the transporter having initial allocation.</p> <p>22.3 However, in case the total lot weight is more than 150 MT but limited to 300 MT, the transporter will be required to arrange all the vehicles in time so that entire material is lifted within 07 Days of intimation by BHEL instead of 4 days. In case of lifting of material from SAIL, Bhadravati this time limit shall be 10 days i. e. 240 Hours instead of 7 days as referred to in clause no 22.2. For Material in excess of 300 MT, additional days, in excess of stipulated 07 days (10 days in case of lifting of material from SAIL, Bhadravati), will be permissible for lifting @ 50 MT per day. If the vehicles are not placed within the stipulated time, BHEL reserves the right to transport the consignments through alternate means. Further, in case of failure on part of the transporters, any extra expenditure/charges incurred by BHEL shall be recovered equally from each of the transporters to whom the requisition for placement of vehicle was issued, by way of penalty. The decision of BHEL with regards to the actual losses incurred by BHEL shall be final and binding on the Transporter.</p> <p>22.4: The transporters shall ensure that Motor Vehicle Act/Rules stipulations are strictly followed. It will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work w.r.t. the axle and tyre configuration ensuring the load bearing capacity as per Motor Vehicle Act/Rules stipulated by Ministry of Road transport & Highways.</p> <p>22.5: The Vehicle(s) required to be deployed for transportation will be in roadworthy conditions, to give uninterrupted service to the BHEL. In case transporters fail to place/deploy vehicle(s) after confirming, BHEL shall be at liberty to make suitable alternative arrangement. All additional expenditure as also damage/losses incurred by the BHEL as a result of break-down of the transporter's vehicle(s) or transport arrangement will be payable by the transporter to the BHEL and such damage/losses shall determined by BHEL at its sole discretion.</p>
23.	MINIMUM CHARGABLE DISTANCE : MINIMUM CHARGEABLE DISTANCE shall be 100 kms.
24.	RATE CONTRACT CONDITION : The Rate Contract will be entered with 3 Transporters in the Ratio of 50%, 30% and 20% with 50% to Original L-1 bidder. The Rates of L-1 Bidder will be Counter offered to L-2, L-3, L-4 and so on Bidders in sequence. Only those Transporters who agree to match L-1 Rates will be entitled for award of Rate Contract. Counter

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	offering will be done only till two more Bidders apart from L-1 Bidders are ascertained for award of Rate Contract. In case no Bidder matches L-1 Rates, entire Contract will be awarded to L-1 Bidder. In case only one Bidder matches L-1 Bidder, the share of Third L-1 Bidder i. e. 20% shall be equally divided among the Two Successful Bidders. Hence, the new division will be 60% and 40% with 60% to Original L-1 bidder. In case no other bidder matches L-1 prices, entire quantity will be awarded to L1 bidder.
25.	FREIGHT ESCALATION : The base freight rates agreed between BHEL and the transporter for mechanical trailers would increase/decrease by 50% of percentage increase/ decrease in the rates of diesel prevailing over the base rate on 14.07.2017 in Delhi. Any increase/decrease so allowed to the transporter will be added to or subtracted from the basic freight rate. This increase/decrease will be computed as on 5th of every month and rates will be valid for that particular calendar month. The rate of diesel will be based on the rates obtained from PSU oil companies applicable to New Delhi. Freight increase on any other account will not be permissible.
26.	ROUTE & DISTANCE: 26.1: The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid and delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL. 26.2: The distance for the purpose of freight admissibility shall be the shortest route exhibited in the motoring guide of India (latest edition) or the shortest established route for the destination. Wherever a particular station is not appearing in MGI. The distance calculated up to the nearest station available in MGI will be suitably increased/decreased based on information from other sources like railway time table, project authorities etc. 26.3: Notwithstanding [26.2.] above, it shall be the responsibility of the transporter to use alternate shorter route, which may be available but not appearing in MGI and claim freight accordingly. If it is found at a later date that the transporter has adopted a route shorter than the claimed route, freight paid for the excess distance shall be recovered from the Transporter's running bills. 26.4: Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall submit documentary evidence e.g. news clipping/photographs of road obstructions/diesel filling bills endorsements from PWD, RTO check etc. along with the freight bill. 26.5: Wherever the consignee or consigner has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per redirected route. 26.6: MGI (Motoring Guide of India) and/ or actual route survey reports or as certified by concerned site/ commercial will be followed in working out the route and distance thereto. Permissible distance shall be certified by BHEL based on above inputs and the circumstances prevailing at the time of transportation, along with reasons for deviating the shortest route.
27.	MINIMUM TRANSPORTABLE WEIGHT : Transportation shall be done by trailers only. Minimum transportable weight will be 22 MT. If qty is less than this minimum transportable weight then payment of F&I shall be made for minimum transportable weight i.e. for 22 MT.
28.	Rate Contract Validity:

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	EIGHTEEN (18) MOTNHS from date of award of Rate Contract with the provision to extend further for three months on mutual consent.	
29.	Termination of Contract: BHEL shall reserve the right to terminate the contract at any point of time without assigning any reason thereof.	
30.	Indicative Distance: Indicative distance for comparison of Rates has been taken as 1000 KM.	
31.	ACCEPTANCE / REJECTION OF TENDER: BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.	
32.	DETENTION CHARGES: No detention charges at the point of loading. However at unloading point, Rs. 2,000/- per day per trailer beyond 72 hours of arrival of consignment at destination, detention charges should be paid of subject to verification from Consignee. The detention charges shall be restricted to maximum 5 % of Freight charges.	
33.	SPECIAL INSTRUCTIONS a). In case of reverse auction, the offer of H1 bidder shall not be considered for evaluation in reverse auction for award of work as per RA guidelines. b). In case of price-bid opening, offer of H-1 bidder shall not be considered for award of work, in case we receive total 05 nos. or more than 5 bids/offers.	
34.	Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.	
	NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
	ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, TOWER A ADVANT NAVIS IT BUSINESS PARK, PLOT NO. 7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA – 201305 (U.P.)
	NAME OF BANK	HDFC BANK
	NAME OF BANK BRANCH	ARERA COLONY, BHOPAL
	CITY	BHOPAL
	ACCOUNT NUMBER	00620320000021
	ACCOUNT TYPE	CASH CREDIT
	IFSC CODE	HDFC0000062
	MICR CODE	462240002
35.	SPECIAL INSTRUCTIONS: The transporters are also required to quote rates of transportation of material through trucks in Annexure-B on per MT per KM basis. The above rates will be optional & will not be considered for evaluation of bids.	
36.	Pre Qualifying Requirement : a) Should be approved transporter with any BHEL unit and should have done minimum business of 50 Lacs with BHEL in last 3 years. OR b) (i) Should be in of transport business since last five years and (ii) Should have executed transportation rate contract with Govt. Organizations/	

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	<p>BHEL or any other PSUs for a value of 100 Lacs in last 3 years.</p> <p>Quotations received from bidders which does not fulfil the PQR shall be Summarily rejected without any further evaluation and information to bidders. The bidder should furnish documentary</p>
37.	<p>Since, as per present scheme of GST, full amount of service tax is to deposited by BHEL on reverse charge basis , clauses have appropriately modified :</p> <ul style="list-style-type: none"> • All taxes (except GST), duties, charges, royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the Transporter and shall not be payable extra . Any increase of the same at any stage during execution of the contract shall be borne by the contractor .Quoted price of the same shall be inclusive of all such requirements. • Transporters shall have make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for transportation of material. • Goods and Service Tax (GST) will be deposited on reverse charge basis. Transporter should ensure :- <ul style="list-style-type: none"> (a) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules after payment of CGST/ SGST as applicable. (b) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number. • Transporter should ensure timely submission of GST Compliant Invoice .GST liability arising on BHEL under reverse charge mechanism, if applicable, before the actual receipt of services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of services, receipt of invoices and other conditions as specified in GST law. • Statutory variation, if any, on account of GST within the Contractual time Period will be to BHEL account at actuals on submission of documentary evidence. Statutory variation in GST rates for the work beyond Contractual Time Period will not be paid by BHEL. However, downward revision in GST rates needs to be duly passed on to BHEL. • Statutory deductions such as TDS under Income Tax Act, TDS under GST Act etc. (if applicable) shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice. • The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located and any other documents as per GST Act which may be required from time to time by BHEL. <p>As per present practice, GST is payable on reverse charge basis. However if due to change in law, GST becomes partially or fully payable to transporter, It shall be</p>

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	payable as per law. However, in such cases, payment shall be made only if the Contractor has filed the GST Returns in the GSTN Network within prescribed time lines, and the same is available in the online list of credit available to BHEL TBG in the Goods & Service Tax Network (GSTN).

SIGNATURE OF THE BIDDER:

SEAL: