



# **ALL INDIA RATE CONTRACT FOR TRANSPORTATION OF CONSIGNMENT BY MECHANICAL TRAILER (OUTGOING)**



## **SPECIAL TERMS & CONDITIONS**

Document No. LGX/RC/E-00473 /SCC



### **S-1.0 SCOPE OF WORK AND PQRC**

This transportation contract will cover transportation of outgoing consignments (upto 41 MT including ODC Consignments where dimensions of height & width are greater than as categories defined in Clause S-2.0) of electrical plant & machinery and any other items on Mechanical Trailers from BHEL, Bhopal to various places all over India.

Transportation shall be classified into four vehicle categories (For details refer Clause 2.0).

During execution of the contract, bidder has to deploy suitable vehicles complying to Motor Vehicle Act / Rules stipulated by Ministry of Road Transport & Highways (MoRTH).

### **S-1.1 PRE-QUALIFICATION REQUIREMENTS (PQR) & ELIGIBILITY CRITERIA (PQR & EC)**

All tenderers shall ensure to comply with the PQR & EC Check -List as per ANNEXURE-I

- a) **IBA**: Bidder should submit valid IBA (Indian Banker's Association) recommendation certificate as on the date of tender opening (Part-1).
- b) **OWNERSHIP OF FLEET** – Bidder should have **minimum ten (10) Mechanical Trailers registered in their name** as on date of tender opening, duly substantiated by notarized copy of Registration Certificate. Registration Certificate (notarized) of Mechanical trailers / articulated vehicles, having goods carrying capacity ranging from 22 MT to 41 MT shall be accepted.
- c) **FINANCIAL HEALTH**: Average Annual Financial turnover of the firm for last 3 Financial years upto 31.03.2023 should be at least Rs.194 Lakhs with overall positive net worth as on 31.03.2023

Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The Financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.

In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.

- d) **BRANCHES**: The bidder must have minimum of 50 (Fifty) operative branches / authorized franchise offices for delivery / collection of consignments, covering at least 10 (ten) states in India. The branch / authorized franchise details shall be printed in the form of booklet giving the address, contact person and phone numbers of these branches / authorized franchise OR The bidder can also submit notarized list of branches / authorized franchise on their letter head.



### **S-1.2 EARNEST MONEY DEPOSIT (EMD)**

The bidder is required to submit an Earnest Money Deposit (EMD) of Rs. 20 Lakhs/- (Rupees Twenty Lakh Only).

Refer Clause 7.0 of GCC.

#### **ALTERNATIVELY**

In case of the bidders, who are already having One Time EMD arrangement with BHEL, Bhopal by depositing an amount of Rs. Five Lakh on long term basis, shall submit copy of evidence for the same.

MSE bidders & Startups are exempted from submission of EMD subjected to submission of proper credentials. MSEs to submit valid UAM/ UDYAM registration etc. MSE Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE certificate matches with the nature of the services and goods /items to be supplied as per Tender.

The bidder who intends to participate as “Start-ups” company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

### **S-1.3.1 RELAXATION IN PQR CONDITIONS FOR STARTUPS**

Criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specification.

#### **CONDITIONS FOR START-UP COMPANIES.**

1. Subject to meeting of Quality and Technical specifications, BHEL may consider allowing the participation of “Start up” companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as “Startup” company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines. Clause no. S-1.1 (c) Financial health & S-1.1 (a) IBA to be 100% relaxed for Startups.
4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein BHEL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.
5. Startup Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.



### **S-1.3.2 RELAXATION IN PQR CONDITIONS MSEs.**

1. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for MSEs as per the GOI guidelines. PQR Clause No. S-1.1 (c) Financial health to be relaxed by 20% for MSEs.
2. Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty-five percent of the total quantity of the tender is earmarked for MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 percent shall be allowed to supply up to 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

### **S-2.0 VEHICLES CATEGORIZATION:**

Based on any one of the dimensions (Length / Width / Height) or Weight of the consignments (single or multiple) mentioned in the table below, the trailer will qualify for the categories as C-I, C-II, C-III, or C-IV as follows:

<b>CATEGORY</b>	<b>* C-I</b>	<b>C-II</b>	<b>C-III</b>	<b>C-IV</b>
<b>Length (mm)</b>	6701-12200	12201-13500	13501-15000	15001-16000
<b>Width (mm)</b>	2401- 2450	2451 to 4000	4001 to 5000	5001 to 6000
<b>Height (mm)</b>	2401-2450	2451 to 3300	3301 to 4300	4301 to 5500
<b>Weight (Kg)</b>	15001-22000	22001-28000	28001-35000	35001-41000
<b>Min. chargeable weight (MT)</b>	20 or above as per actual	25 or above as per actual	30 or above as per actual	38 or above as per actual

\* 12 Wheeler truck / Tralla shall also be considered under C-I category for execution purpose.

- S-2.1 Low bed Mechanical Trailer may be required to be deployed by Transporters in some cases without any additional cost. However, in such case, transit time of difficult terrain will be applicable.
- S-2.2 In no case freight charges for lower category vehicle will be more than FTL freight charges for the next higher category of vehicle. Prior permission of BHEL will be required (with recorded reason) in case a higher category vehicle is to be engaged.

### **S-3.0 ROUTE & DISTANCE (As per GCC Clause No.12.0).**

**Minimum Chargeable distance** shall be 250 Km. However, for delivery of consignments to destinations within the municipal limits of Bhopal, the chargeable distance shall be 100 Km.



#### **S-4.0 LOADING & UNLOADING CHARGES: (As per GCC Clause No.5.5.7)**

BHEL shall be responsible for loading of all outgoing consignments from its factory premises.

- S-4.1 If, BHEL requires and approves that outgoing consignments are to be unloaded / loaded by the transporter en-route or at the project / customer site, the transporter shall arrange to ensure that the same is done to BHEL's / customer's full satisfaction.
- S-4.2 For each Loading / Un-Loading / Re-Loading, the charges per vehicle shall be payable as follows:

CATEGORY	C-I	C-II	C-III	C-IV
Min. chargeable weight (MT)	20 or above as per actual	25 or above as per actual	30 or above as per actual	38 or above as per actual
Charges per vehicle (Rs.)	12000	15000	20000	30000

- S-4.3 Payment of freight charges and un-loading / loading charges shall be subject to consignments delivered in undamaged condition by submission of duly certified documents thereto by the consignee or its representative or BHEL representative.
- S-4.4 Loading / un-loading / Re-loading charges at these rates shall also be applicable in case of situations necessitating intermediate loading / unloading of consignments due to force majeure conditions / site conditions / Govt. restrictions / customer or commercial requirements. All such cases with recorded reasons shall have the approval of BHEL.

#### **S-5.0 DETENTION CHARGES: As per GCC Clause No.5.5.5**

Detention charges will be paid as per GCC Clause 5.5.5.5

- S-5.1 Detention charges shall be paid on certification of BHEL and endorsement of Customer / Site Officials / ROD or confirmation by Contract / Commercial Engineers (in case of detention at customers' sites). For claiming detention at site, the transporter should submit any one of the following supporting document: -
- Acknowledgement from Customer / Site- In - Charge regarding date of reporting at site including vehicle No.
  - E-Mail / letter from transporter regarding date and time of reporting of vehicle at site with Vehicle No. However, the same will be accepted only on confirmation from customer / commercial department.
- S-5.2 No detention charges, whatsoever, shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.

#### **S-6.0 VOLUMETRIC CONVERSION FOR BULK / VOLUMINOUS CONSIGNMENTS:**

(As per GCC Clause No.23.0)

Since all the probable consignments are covered within categories C-I to C-IV with dimensional capping thereto, additional ODC charges and volumetric equation for chargeable weight shall not be considered.



#### S-7.0 **HILLY / MOUNTAINEOUS REGION CHARGES**

For journey to / from / via / through hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh / Kashipur / Mohand in Uttarakhand and Parwanoo / Kiratpur in Himachal Pradesh) or any hilly regions in any part of the country as identified on case to case basis with the approval of BHEL, an additional 15% freight shall be paid over & above the applicable freight for the total journey.

#### S-8.0 **DIFFICULT TERRAIN CHARGES (NORTH-EASTERN, ODISHA & CHHATTISGARH STATE)**

For journey to / from / via / through North-Eastern states (destinations beyond Siliguri in North Eastern Sector), an additional 60% freight over & above the basic freight for the total journey shall be paid.

For journey to / from / via / through Odisha State and Chhattisgarh State (For districts notified by government as Naxal affected as on Tender opening date) an additional 20% freight over & above the basic freight for the total journey shall be paid.

However, no additional hilly region charges are payable in such cases.

#### S-9.0 **KEPT BLANK**

#### S-10.0 **SPECIAL CONSIGNMENTS:**

- a. A single piece consignment having weight between 32 MT and 41 MT shall qualify as Special Consignment and an additional freight of 20% over & above the basic freight for the total journey shall be paid in such cases.
- b. A single piece consignment having weight above 35 MT and high Centre of gravity shall be considered as High CG Point-Load Consignment. In view of safe transportation, such consignment can be transported through Hydraulic trailer with the approval of HOD (LGX).

#### S-11.0 **INCENTIVE**

If the consignments are delivered in good condition before the normal transit time as mentioned in Cl. No. S-16.2, a lump sum amount shall be paid @ Rs.1000/- per day saved in transit subject to maximum 10% of freight bill.

#### S-12.0 **SCHEDULE OF RATES:**

- 12.1 The bidders shall quote the Grand Total (GST extra as applicable) in the “**Schedule of Rates (Annexure-VII)**” & the Rates of each categories (for both groups i.e. more than 500 Km & less than 500 Km) shall be derived based on Percentage weightage mentioned in format.
- 12.2 Failure to strictly adhere to above would result in rejection of the bid.
- 12.3 In case of failure to ensure compliance of any or all of the GCC and SCC, BHEL reserves the right to make alternative arrangements for hiring vehicles independently without risk & cost of failed transporter. However, failed transporter shall be held to be in breach of contract and BHEL will proceed according to GCC clause 33.2, besides suspending/reducing/stopping further business.



**S-13.0 BUSINESS VOLUME:**

- S-13.1 The Estimated Volume of Consignments, expected to be dispatched during the one year (12 months) period of operation of the rate contract, will be tentatively as per the details given in Annexure-VII (in terms of Business Quantity) and may vary by  $\pm 15\%$ .
- S-13.2 As the business volume is tentative, the transporters shall lay no claim whatsoever on BHEL if no fixed volume of work is given to them during the currency of the contract.

**S-14.0 EVALUATION & BUSINESS DISTRIBUTION:**

- S-14.1 The bidders shall quote the Grand Total (GST extra as applicable) in the “Schedule of Rates (Annexure-VII)” which will be the basis for overall unique position of bidders, low to high L1, L2, L3 ..... onwards.
- S-14.2 Business award shall be done at equated rates only based on Overall L1 rates.
- S-14.3 The work is to be distributed to a maximum of 05 parties, subject to acceptance of the L1 rates. The business percentage distribution shall be as per **Cl.No. 10.0 of GCC (Part-II)**.
- S-14.4 In an eventuality, the rate contract being finalized on less than the required number of transporter, the balance volume of business would be distributed on pro-rata basis among eligible transporters. BHEL may reschedule the volume of business and performance security deposit amount accordingly to eligible transporters on pro-rata basis.
- S-14.5 The percentage business distribution can be reviewed and revised by LGX from time to time based on the performance and capability of transporters to place vehicles. Non - performing transporters may be debarred from subsequent tenders.
- S-14.6 In case of 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 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

**S-15.0 PRICE VARIATION CLAUSE ON DIESEL (As per GCC Clause No.6)**

**S-16.0 TRANSIT TIME: As per GCC Clause No.14.0 & 15.0**

**S-17.0 ESCORT / TRACKING OF VEHICLE**

- 17.1 If BHEL intends to depute an escort for certain important consignment, the transporter should allow him to travel in the same vehicle up to the destination free of cost.
- 17.2 Transporter shall install / permit installation of vehicle tracking system (VTS) on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.
- 17.3 As and when requested by BHEL, transporter will provide mobile phone in working condition with trucks in order to have communication with the vehicle driver and shall e-mail/phone for the status of urgent and critical items to BHEL on daily basis.

**S-18.0 PERFORMANCE REVIEW:**



- 18.1 The Performance of transporters shall be reviewed periodically. Allotment of workload and continuance in contract will be related to performance.
- 18.2 In case the performance is not found up to the mark, BHEL reserves the right to terminate the contract without any further reference.

**S-19.0 INTEGRITY PACT (IP):**

All bidders must submit duly signed integrity pact in the document attached as Annexure-VI as part of Tender Documents

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

Details of IEM for this tender is furnished below:

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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

**Note:**

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

Shri Shams-Uz-Zaman  
Sr DGM (LGX)  
Logistics Department  
Landline:0755-2502749 /  
Mobile: +919415113470  
Email: [shams@bhel.in](mailto:shams@bhel.in)

Shri Kaushik Mondal  
Sr Mgr (LGX)  
Logistics Department  
Landline:0755-2505497  
Mobile :+919425601917  
Email: [kmondal@bhel.in](mailto:kmondal@bhel.in)

- S-18.0 These SPECIAL CONDITIONS OF CONTRACT (SCC) shall be read in conjunction with GENERAL CONDITIONS OF CONTRACT (GCC), to the extent, applicable for truck transportation. In case of any conflict between the general conditions and special conditions, special conditions shall prevail.

Sr Dy.General Manager (Logistics)  
Bharat Heavy Electricals Limited, Bhopal.



ANNEXURE-IPre-Qualification Requirements & Eligibility Criteria (PQR & EC)(CHECK-LIST)

1	Name of the organization/ transporter		
2	Address for correspondence:		
3	Contact Person's Name/ Telephone Nos		
4	GSTIN No.: SAC Code: GST Rate: Applicable GST: MSME STATUS:		
5	Email Address		
6	Website (if any)		
7	IBA Recommendation	Validity (Date): _____	Enclose copy as per Cl.No.S-1.0 (a)
8	Ownership of vehicles Trailers : Min.10 Nos.	Trailers: _____(Nos)	Enclose copy of documents as per Cl.No.S-1.0 (b)
9	Average annual turnover (Min Rs.194 Lakhs)	2020-21 _____ (Rs lakhs) 2021-22 _____ (Rs lakhs) 2022-23 _____ (Rs lakhs) Average _____ (Rs lakhs)	Enclose copy of documents as per Cl.No.S-1.0 (c).



10	Must have Positive net worth as on 31.03.2023	YES / NO	Enclose copy of documents as per Cl. No.S-1.0 (c)
11	Branches : Min.50 nos. of branches / authorized franchise offices covering Min. 10 states in India.	No. of Branches : _____ No. of Franchises : _____ No. of States Covered: _____	Enclose neatly typed / printed list / booklet as per Cl.No.S-1.0 (d).
12	Declaration	Affidavit – cum – undertaking on non-judicial stamp paper of Rs.100/-	Enclose affidavit as per Annexure-II

(Signature & Seal of Bidder)

**ANNEXURE-II****AFFIDAVIT-CUM-UNDERTAKING**

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarized)

I, ....., S/o. .... Aged about ..... years, Occ: ....., Resident of ....., do hereby solemnly affirm on oath and state as follows:

I am working as \_\_\_\_\_ in M/s. \_\_\_\_\_, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorized submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No. .... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum-undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business ..... for last ..... Years.
2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).



4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.
5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.
6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,
  - BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
  - any document submitted by the bidder was fake or forged; or
  - if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed  
 Before me on this the \_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_ at

NOTARY



### ANNEXURE-III

(Letter of compliance on company's Letter Head)

Date: / /

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender. Further, it is also confirmed that we have submitted the price bids in your price bid format as per Annexure-VII only without any deviations / conditions.

In case, any deviation/conditions etc. is observed in the Price bids, the same (deviation/conditions etc.) shall not be entertained/considered by BHEL.

It is being confirmed that we are able to conduct the route survey within the time period.

Thanking you,

Yours faithfully

(Signature & Seal of Bidder)



## ANNEXURE-IV

### **DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

Ref:

Date.....

To,

AGM/LGX  
BHEL Bhopal,  
Ground Floor, Western Wing, Annexe-VI  
Bhopal-462022 (MP)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

1) NIT/Tender Specification No.....Date:-

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/ Partner(s)/Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL  
OR
2. The Proprietor, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:
  - a)
  - b)

Signature of the Authorized Signatory

Note: 1) Attach separate sheet, if necessary. 2) If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/ Contractor.



## ANNEXURE-V

### FORMAT OF NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

REF: .....

Dated.....

To,  
 AGM/LGX  
 BHEL Bhopal,  
 Ground Floor, Western Wing, Annexe-VI  
 Bhopal-462022 (MP)

SUB.: Tender No.

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)



## ANNEXURE-VI

### **BHEL-IP**

### **INTEGRITY PACT**

#### **Between**

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

**and**

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

#### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

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

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

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal Offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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





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

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

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

### **Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as



damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

### **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

### **Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by



the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

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

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

## **Section 9 - Pact Duration**

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

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

## **Section 10 - Other Provisions**

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

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

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

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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the



Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

-----  
 For & On behalf of the Principal  
 (Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

\_\_\_\_\_

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

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE-VII**

**SCHEDULE OF RATES**  
**(NIT Ref: LGX / RC / E – 00473)**

**(RATE CONTRACT FOR MECHANICAL TRAILERS – OUTGOING)**

Sl.	VEHICLE CATEGORY	Business Quantity (BQ) in MT x Km	% Weightage	Rates (Rs/MTxKm)	Total (Rs)
		A		B	C=A x B

**Less than 500 Km (Group-1)**

1	C-I	579952	1.05%		
2	C-II	521474	0.96%		
3	C-III	327000	0.67%		
4	C-IV	35210	0.07%		

**More than 500 Km (Group-2)**

1	C-I	21859279	35.81%		
2	C-II	14138555	23.86%		
3	C-III	10596726	21.18%		
4	C-IV	8005934	16.40%		

**GRAND TOTAL**      **To be Quoted**

**NOTE: -**

- Bidders to quote Grand Total (upto 2 decimal) in above Price bid format. Rates of each category shall be derived based on percentage weightage mentioned in format.
- Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlining, cutting erasure or overwriting shall be valid only if they are attested under full signature of person signing the bid else bid shall be liable for rejection.
- GST extra as applicable

Date:.....

(Signature of the authorized signatory with Official stamp/seal)