

CENTRAL DESPATCH DIVISION

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Ref: BHEL/HWR/CDX/ENQ/2223-012

Date: 12/09/2022

Dear Sir,

Subject: Road Transportation of TG Rotor from Kota to BHEL, Haridwar on Point- to-Point basis.

1. Sealed tenders under two part bid system are invited from reputed, IBA approved, financially sound transport contractors who are experienced in transportation of heavy ODC/OWC through road for award of contracts for transportation of heavy lift consignments. Consignments (indicating weight and dimensions) listed at Annexure-B are to be dispatched to respective project sites as per expected dispatch schedule.
2. Please submit your quotation for transportation of the consignment as per Annexure-B, by suitable vehicle (Hydraulic Trailers etc.) along with duly signed terms & conditions (Annexure – A, B, C, D, E, F, G, H, I, J, K, L, M enclosed) and EMD.
3. Any revision in tender, due date of submission/opening or corrigendum's, if any shall be hosted on website(s) only.
4. Bidder shall ensure that all the documents submitted to be numbered serially. Bidders must ensure that relevant documents are only attached with the offer.

Thanking you,

Yours faithfully,

Manager (CDX)
For & on behalf of BHEL Haridwar

Encl: 1) Annexure – A, B, C, D, E, F, G, H, I, J, K, L, M.

TERMS & CONDITIONS

Quotations are invited for Road Transportation of TG Rotor from Kota to BHEL, Haridwar on Point- to-Point basis as per details mentioned in Annexure-B.

The term 'Bidder' will include a standalone bidder or lead bidder with a pre-bid tie up with other agencies, herein after referred to as 'Associates', for the purpose of pooling of resources and/or pooling of prior experience of similar work. In the event of pre-bid tie up, the bidder shall furnish the pre-bid tie up agreement as per the given format (Annexure-I). However, in case of any pre-bid tie up, as far as BHEL is concerned, the lead bidder will be responsible and accountable to fulfill all contractual obligations required under this tender irrespective of the fact whether the particular activity on which such responsibility is to be fixed is executed by the lead bidder or by his associate.

SECTION-I
(Pre-qualification requirements)

The bidder shall ensure to comply with the following and submit all relevant documents in Part-1 bid to be eligible for this contract: -

1. **FLEET OWNERSHIP:** -

- 1.1) The Bidder should own minimum of 42 No's of Hydraulic axles registered with capacity of 18 MT or more per axle.
- 1.2) Three Prime movers of 350 HP each & above capacity.

Ownership of Axles and Prime Movers either in the name of the company or in the name of Directors/partner. Axles & Prime movers should have valid fitness certificate (as on date of tender opening).

Documents to be submitted:

- i. List of Prime Movers and Hydraulic Axles (As per Annexure-G & Annexure-H) with make and year of manufacturing along with Registration Nos. to be furnished.
- ii. Duly notarized copies of Registration Certificate (RC) of Prime Movers & Axles.
- iii. Duly notarized copies of Fitness Certificate of Prime Movers & Axles (to be valid as on date of tender opening).
- iv. Duly notarized copies of Gazette Notification (for axles only).

2. **EXPERIENCE:** -

Bidder should have transported minimum 3 (Three) single piece consignments not less than 81MT in INDIA by road of min. road distance of 200 kilometers for each consignment executed during last seven years **ending last day of month previous to the one in which applications are invited** i.e. executed after 01/09/2015.

Documents to be submitted:

- i. Copies of Work Order OR Contract agreement from Consignee/Consignor indicating consignment weight, origin and destination of the consignment (as per Annexure-J).
- ii. Work Completion Certificate issued by Customer (Consignee/Consignor) OR GR-LR copies (duly acknowledged) indicating consignment weight, origin and destination of the consignment.
- iii. Customer name with address, e-mail and phone number of the concerned official for our reference.

Note:- Experience of hired out / engaged by other transporter / leased out equipment's shall not be considered as experience of bidder.

3. **FINANCIAL REQUIREMENTS:** -

- 3.1) Annual Turnover: The average annual turnover of last three financial years i.e. 2018-19, 2019-20 & 2020-21 or 2019-20, 2020-21 & 2021-22 (Provisional CA certified) should be more than ₹ 1,78,500/- (One Lakh Seventy Eight Thousand and Five Hundred Only).

Documents to be submitted:

- i. Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant for last three financial years (FY 2018-19, 2019-20 & 2020-21 or 2019-20, 2020-21 & 2021-22). In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies (**Reconcile with ITR**) of Balance Sheet, Profit & Loss account
- ii. ITR (Income Tax Returns) for the last three financial years to be submitted against which balance sheet, Profit & Loss account submitted at sl. No.(i). In case ITR is not required to file then, self-certificate from transporter is to be submitted.

If audited Balance Sheet and Trading/Profit & Loss statements of last financial year i.e. 2021-22 is NOT available, provisional (Duly certified by CA/Self-certified) may be submitted.

4. **GROUP CONCERNS/AFFILIATES**: The bidder shall disclose/confirm the following:
 - 4.1) Details/particulars of 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.
5. **NOTARIZED AFFIDAVIT**: Bidder shall submit an affidavit (As per clause 5.2 of section-II) on non-judicial stamp paper valued Rs.100/- (duly notarized).
6. **IBA RECOMMENDATION**: Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid and if awarded shall also ensure that the same is valid throughout the currency of the contract.
Documents to be submitted:
 - i. **Notarized** copy of IBA recommendation.

SECTION-II

1. The bids shall be submitted in two parts: (a) Techno-Commercial bid (Part-I) and (b) Price bid (part-II).
2. The Techno-Commercial bid envelope shall be sealed and super scribed with "**Techno Commercial Bid for Road Transportation of TG Rotor from Kota to BHEL, Haridwar on Point- to-Point basis: Tender Ref. BHEL/HWR/CDX/ENQ/2223-012**" and shall contain following **mandatory requirements**: -
 - a) Confirmation of meeting Pre-Qualification Requirements by enclosing, duly filled in section-1 of terms and conditions.
 - b) All the supporting documents for Pre-Qualification requirements mentioned in SECTION-I of Annexure-A as above (No originals to be enclosed).
 - c) Duly signed & stamped copy of **tender document** and other enclosures i.e. all pages of their offer.
 - (i) DD / PAY ORDER/Banker's Cheque towards **EMD of 11,900/-**
 - (d) **Route details** - Duly filled, signed & stamped as per format prescribed in Annexure-K.
 - (e) **Transit time in days** - Duly filled, signed & stamped as per format prescribed in Annexure-L.
 - (f) **Un priced** price bid (Annexure-C).
 - (g) Duly signed & stamped **Annexure-D on your letter head**.
 - (h) Duly filled signed & Stamped Annexure-M.
 - (i) Proof for evidencing the authority of person signing the quotation. (Relevant extracts of AOA and/or MOA and /or copies of Board Resolution, Notarized copy of Power of Attorney/Partnership Deed etc. as applicable).

Technical bid without any of the above documents is liable to be rejected. However, bidder not submitting inputs against c(i) and (e) above i.e. EMD and Transit Time (as per Annexure-L) along with Techno-commercial bid shall be disqualified. Late submission of EMD and Transit time shall not be entertained.

During evaluation of offers first Pre-Qualification Requirements(PQR) would be checked. In case, it is accepted by BHEL, then further scrutiny will be done and the case will be processed. In case PQR is rejected by BHEL, the technical offer will not be evaluated and the offer will be rejected.

Transportation or any other charges shall NOT be mentioned anywhere in the Techno- Commercial Bid. Price bid copy submitted with the technical bid should be a CANCELLED copy of the BLANK price bid only to confirm that the quote submitted by the bidder is as per the format of this NIT without any deviation and/or qualification.

3. The bidder should be an Indian entity registered in India under Companies Act/Partnership Act/Proprietorship Act etc. for last three years. In case of consortium, all the associates should be Indian entity registered in India under Companies Act/ Partnership Act/Proprietorship Act for last three years.

Documents to be submitted for bidder & associates:

- (i) Document evidencing registration of the entity/entities.
 - (ii) PAN Card
 - (iii) GST Registration No.
4. **For Startup Firms**: DHI circular No. 10(2)/2015-PE.XII dated 29.09.2020 shall be applicable. In subject matter all other circulars issued by Government of India viz. circular no. F20/2/2014-PPD (Pt.) dated 25.07.2017, 27.07.2017, 20.09.2016, 25.07.2016, DPE/7/(4)2007-Fin. Dated 08.11.2016, 1(2)(1)/2016-MA dated 10.03.2016 Etc. shall also be applicable. Any other circular issued hereafter on the subject matter by Govt., shall also be applicable.

5. **GROUP CONCERNS/AFFILIATES:** The bidder shall disclose/confirm the following:

- 5.1) Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.
- 5.2) Details/particulars of 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.

Documents to be submitted:

Bidder shall **submit an affidavit** on non-judicial stamp paper valued Rs.100/- (duly notarized) and certify that:

We (*Name & Address of bidder*) certify that: -

- We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Hardwar.
- We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
- We have/have no (**strike out whichever is applicable**) group concerns engaged in transportation business (If any please provide details).
- We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
- We confirm that other than us (*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender directly under same Proprietor/common Partner(s)/common Director(s).
- 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, without any liability for any compensation to us (*Name of bidder*) if,
 - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - Any document submitted by us 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.

6. **In case of bidding through Pre-bid Tie Up following points shall be complied:**

- a) Any Bidder can bid independently and also be associate to one or more bidders. In case of associate, bidder shall ensure to submit the Bank Guarantee/Security Deposit for 1 % of the contract value from their associate in addition to 5% Bank Guarantee/Security Deposit to be submitted by bidder directly.
- b) Bidder should necessarily comply with criteria listed under serial number 3,5 of Section-II and 2,3 & 6 of Section-I of Annexure-A.

Documents to be submitted: **Notarized Pre-bid tie up Agreement** as per **Annexure-I**.

7. **BANKER'S CERTIFICATE:** Bankers Solvency Certificate/Undertaking is to be submitted for a minimum of Rs. 1 Crore. **Certificate should be issued not more than 6 months before the date of enquiry.**

Documents to be submitted: Banker's Solvency certificate/Undertaking.

8. **The second envelope shall contain duly filled price bid as per Annexure-C.** The rate quoted shall be firm during contract period.

Price bid shall contain transportation cost as per attached prescribed format (**Annexure-C**) only.

Price bid envelope shall super scribe with "Price Bid for Road Transportation of TG Rotor from Kota to BHEL, Haridwar on Point- to-Point basis: Tender Ref. BHEL/HWR/CDX/ENQ/2223-012".

Any mentions like “actual” or “approximate” on any account or any other information in the price bid shall not be considered and the quotation is liable to be rejected. In case any other information other than cost of transportation is furnished in the price bid, information/deviation/condition etc. shall be ignored.

- a. **If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.**
 - b. Bidders shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
 - c. All entries in the tender shall either be typed or be in ink. Erasers, cutting and overwriting are not permitted and may render such tender liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.
 - d. In case of discrepancy in quoted rates in words and figure following will be applicable.
 - i. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; accordingly, and,
 - ii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and above.
9. Both the above two sealed envelopes i.e. Part-I technical bid and Part-II Price bid shall be kept into another sealed cover. The cover shall be super scribed with **“Quotation for Road Transportation of TG Rotor from Kota to BHEL, Haridwar on Point- to-Point basis: Tender Ref. BHEL/HWR/CDX/ENQ/2223-012 Dated 12/09/2022 and Tender due dated 23/09/2022.**

These covers i.e., (1) Techno-Commercial bid and (2) Price Bid shall be submitted online at <https://eprocurebhel.co.in/nicgep/app> before 23/09/2022 by 1345 Hrs. **Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.**

10. The Techno-Commercial bid shall be opened at 1400 Hrs. on the same day in the presence of those bidders who choose to be present. The price bid of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.
11. **Earnest Money Deposit (EMD):-** An amount of Rs. **11,900/- (Rupees Eleven Thousand and Nine Hundred only)** shall be paid by bidders towards EMD in the form of -
- (i) Electronic Fund Transfer credited in BHEL account (before tender opening) at the following address:

Name: BHEL HEEP COLLECTION A/C
Account No.10667995458
IFSC Code.SBIN0000586
Address: Ranipur Haridwar

Receipt of online transfer will be intimated to CDX department through e-mail at vineet.k@bhel.in; ssaluja@bhel.in; ukd@bhel.in within 2 days and a copy of receipt will also to be attached with technical-bid of tender document.
 - (ii) Banker's cheque/ Pay order/ Demand draft, in favour of “HEEP, BHEL Haridwar”, payable at ‘Haridwar’ (along with offer) and the same shall be enclosed to the “Techno-Commercial bid”.

- The quotations received without EMD/Late submission of EMD is to be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.
- EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production of statutory documents.
- The EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days of the award of work.
 - No interest on EMD amount shall be paid by BHEL.

- (iii) Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may cancel the contract and forfeit the EMD/PSD forthwith.

12. **Forfeiture of EMD:** EMD by the Tenderer may be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to enter into agreement within fifteen days from the date of award of contract or within extended time if allowed by BHEL.
- iii) The Contractor fails to deposit the required Security deposit or fails to commence the work within 20 days from award of contract.

iv) In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.

If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

Financial Terms & Conditions

13. **PAYMENT:**

All freight payment will be made through e- payment after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.

Payment of freight bills shall normally be made within **30 days** of presentation of the complete bills duly supported by properly acknowledged GR. The GR should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. If any discrepancy in freight bill from transporter's end intimated by BHEL, the same will be cleared by transporter within 5 days of intimation. Freight bills shall be submitted in Performa attached at **Annexure-E** along with following documents:

- a) Original freight bill (4 copies)
- b) Original acknowledged GR with 2 photocopies
- c) Loading plan, Gate pass, Requisition (2 copies each)
- d) Approval for transshipment if transshipment/puller change is done enroute
- e) Approval for diversion if the consignment is diverted from original destination

14. **Taxes and Duty:**

- 14.1) The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of transporter under GST, such implication shall be to transporter's account.

The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.

The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.

As per Notification No. 20/2017-Central Tax (Rate) 22nd August, 2017, Goods Transport Agency is having option to opt either 5% GST rate without input tax credit to GTA, which shall be paid by Service Recipient under Reverse Charge Mechanism (RCM) or 12% GST rate with input tax credit to GTA payable under forward charge by GTA. The bidder shall clearly provide option opted and same shall be valid for the said financial year.

- 14.2) Freight increase on any account will not be permissible.

- 14.3) E-Invoicing under GST is being implementing w.e.f. 01.04.2022 for all the taxable persons having turnover more than Rs. 20 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. portal on a tax invoice.

- Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing system.
- 14.4) In case the bidder delays or fails to provide all the documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to bidder's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. this further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.04.2022.
- 14.5) Notification No. 14/2022-Central Tax | Dated: 5th July, 2022, as issued by CBIC for "mandatory declaration on the invoice" for such taxpayers who are not mandated to generate e-invoice/IRN although having aggregate turnover exceeding ₹20 crores in any of the FY from 2017-18 and onwards.

And accordingly, in terms of above notification such persons (suppliers/vendors etc.) shall be required to provide below declaration to that effect in the invoices issued by them.

"I/We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule."

15. LATE PLACEMENT/ DEMURRAGES / PENALTY AND RECOVERIES:

Vehicles (suitably fit for loading/transportation of consignment in all respects) as and when demanded will have to be placed by the bidder.

All vehicles are required to be placed within TEN days from the date on which vehicle are to be placed, except in exigencies where shorter duration could be inevitable.

All vehicles carrying materials from origin to site will be normally allowed to enter the Plant only between 7:30 AM to 14:30 hrs on all working days.

In case of late placement, late placement charges (Beyond free period of TEN days) for package to be lifted shall be as follows:-

Late placement charges
Rs.1500/axles/day

The above late placement charges will be applicable subject to maximum 15% of the gross basic freight.

The exit timings shall be generally up to 5.00 PM on working days. Late placement charges shall be recovered from transporter's freight bills &/or EMD/SD submitted at any unit of BHEL.

Failure to provide fitness certificate of axles & pullers at the time of placement will be counted as late placement and shall be dealt accordingly as per the contract conditions.

16. In the event of refusal or failure of transporter to lift the consignment offered to them, after "Placement Time" from date of requisition or any other violation or breach of any of the terms and conditions of the contract, BHEL reserves the right to use alternative source for lifting of consignment on risk cost and extra expenditure / losses / demurrages incurred if any will be recovered by defaulter transporter from SD or/ pending bills from any unit of BHEL.

17. TRANSIT TIME & PENALTY FOR LATE DELIVERY:

Timely delivery is the essence of the contract. The transit time shall be inclusive of time taken to clear obstructions, RTO formalities and time taken for necessary permission from various concerned authorities en-route. Bidder shall also be responsible to take necessary permission from concerned authority for en-route extension in transit and transshipment etc. to comply the law in accordance to the E-way bill. The quoted delivery time shall form the basis of implementation of LD penalty, in case of award of work/execution.

Delay in delivery will attract penalty @ 2/7% (two by seven percent) per day of delay subject to a maximum of 15% calculated on the gross basic freight.

For the purpose of computing the delivery time, the date of GR/LR (for road transport) / equivalent document for transport by waterway or actual date of exit from plant / port of origin / port of discharge (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. Transportation time period will be the period in between the delivery and dispatch date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee/BHEL officers/Customer. In case where Octroi is paid by the carrier, 3 days grace period will be given extra against documentary evidence & detention on account of obtaining RTA permissions from various state Govt.'s shall not be considered.

18. DETENTION CHARGES:

- 18.1) Detention charges shall be payable to transporter, as under:
- At loading point for first seven (7) days from date of reporting (from requisition date if placement date is earlier): Nil.
 - After 7 days the rate of detention charges will be Rs. 1500/axle/day.
 - At unloading point for first seven (7) days from the date of reporting/date of entry at site: NIL.
 - After 7 days the rate of detention charges will be Rs. 1500/axle/day.
 - Reporting should be certified by the BHEL executive at the site/unit/customer. No detention charges, whatsoever shall be payable if the responsibility for detention rests with the transporter and the site/unit is ready to receive/load the goods.
- 18.2) The period of detention shall be certified by the consignor/Customer/Site-In-charge/Product Commercial/concerned RODs. Total detention Charges for both loading and unloading points taking together under clause 18.1 above **shall not exceed 15% of the gross basic freight.**
- 18.3) If any Hydraulic Trailer is placed at BHEL after given requisition and if due to some reason, vehicle is not actually loaded and returned back, detention charges will be paid at same rate as mentioned above in clause 18.1 (b), for each additional day after placement date subject to maximum of 10% of the gross basic freight.

General Terms and Conditions

19. BHEL RESERVES THE RIGHT TO: -

- 19.1) Accept or reject any of the bid/all bid or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
 - 19.2) Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
 - 19.3) Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
 - 19.4) BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one-month notice by registered post acknowledgement due or in person under recorded delivery.
 - 19.5) In case BHEL decides to send the consignment by Railways, then the transportation contract shall be cancelled and in such a case BHEL will not be liable for any cost or commitment made by the bidder.
20. Non-compliance of BHEL's terms and conditions/conditional offer on the part of bidder will result in his offer liable to be rejected. Offers of such bidders, who have underperformed in the earlier tenders of BHEL Hardwar, are also liable to be rejected.
21. **REJECTION OF OFFERS:** All information furnished by the bidder is taken to be authentic for evaluation of tender. Any information found to be incorrect subsequently at any time, the offer shall be rejected and EMD/SD shall be forfeited and suitable disciplinary action shall be taken against the bidder.

22. **VALIDITY:** -

- 22.1) **Validity of Bid:** 120 days from the date of opening of the Technical Bid. The price bids of all items/consignment may be opened simultaneously or separately in parts with prior intimation to bidders.
- 22.2) **Validity of Contract for execution:** Once contract is awarded it shall be valid for a period of TWELVE (12) Months for execution of the contract thereafter. BHEL reserves the right to extend the period of the contract for further period of SIX (6) months, on same rates, terms and conditions. The contract may further be extended beyond six months with mutual consent of BHEL and transporter.

23. **CONDITION / ROUTE SURVEY:** - The bidder shall conduct a **detailed route survey** identifying all obstacles including roads, bridges, etc. requiring strengthening, modification and construction of bypasses/approach roads etc. for safe transportation of the ODC consignment and submit a detailed route survey report. The route survey should, then be got certified by an IRDA approved surveyor / BHEL nominated Insurance agency by the bidder and to be submitted before loading of consignment. No separate charges shall be payable by BHEL for the same. Bidders may make their own assessment based on their route survey, and specify the route proposed for transportation of consignments along with the ports selected for Origin/discharge. No additional cost will be paid by BHEL for the same.

During execution, any deviation from proposed route, stooling/detachment or attachment of axles/unloading or loading of consignment is proposed, prior approval is to be taken from BHEL & their insurer and only after taking all necessary permissions required from MORTH/Concerned authorities. The bidder has to comply with the applicable guidelines/instructions issued by MORTH/concerned Ministry from time to time during execution of the contract.

24. **BID EVALUATION CRITERIA:** Offers are evaluated on lowest cost to BHEL basis, irrespective of the mode of transportation employed. Evaluation criteria of transportation under **Point to Point (PTP)** will be as below: -

L1 bidder (being lowest) will be decided on the basis of rates quoted by bidders as per Annexure-C and submitted transit time.

The bidders having transit time in excess of lowest transit time quoted by bidders will be loaded for evaluation only for excess delivery time @ 2/7 % (two by seven percent) per day applied on the price quoted by them.

Example of applying loading factor given below for clarification.

Bidder	Price Quoted (Rs.)	Transit Time quoted by bidder (In days)	Loading (Rs)	Price for comparison (Rs)	Status
A	1000	28	0	1000	L3
B	810	28	0	810	L1
C	800	42	32	832	L2

In case of L1 position occupied by more than one bidder, effective L1 will be decided by soliciting discount from the respective L-1 bidders.

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

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

- 24.1 "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender.

- (i) RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their price cover along with applicable loading, if any, shall be considered for ranking.”

Reverse Auction will be conducted if two or more bidders are techno commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in price bid cover). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

- (ii) The lowest bidder in price bid cover shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder. If the start price is lower than the lowest price bid cover (in line with clause 8.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or price bid cover.
- (iii) No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

24.2 If quoted rates are high, negotiations may be conducted with L1 bidder. The **work shall be awarded to L1** (being lowest) at quoted/RA finalized rate/negotiated rates only.

25. MICRO & SMALL ENTERPRISES (MSE)

- (i) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copy of UDYAM Registration Certificate.
- (ii) Non submission of above document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required document is not submitted.
- (iii) The above MSE document must be Notarized or attested by a Gazetted Officer.
- (iv) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- (v) In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor.

26. The successful bidder shall enter into an agreement prior to taking up the job/s on Non- Judicial Stamp Paper worth Rs.100/- at his cost. **The agreement shall be entered within a week of award of contract.**

27. The successful bidder shall pay Security Deposit (SD). The total amount of Security Deposit will be 5% of the contract value. **If any relaxation in security deposit is given by customer to BHEL, the same will be pass on to bidder.**

The bidder shall submit the Security Deposit within fifteen days from the award of contract or, before lifting of consignment whichever is earlier. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

28. (A) Security Deposit may be accepted in the following forms: -

- i. Pay Order, Demand Draft, Banker's Cheque in favour of BHEL.
- ii. Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The bank guarantee should be in the format given at Annexure-F. Validity of 'performance security deposit' shall be till six months from the expiry date of contract.

Note: (a) The security deposit shall not carry any interest.

(b) The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of any amount due on BHEL.

28. (B) Security Deposit (SD) furnished by the bidder shall be forfeited if:

- i. The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.
- ii. Failure to deploy the suitable vehicle within the required time as per the Tender.
- iii. In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the bidder, has given false / suppressed / forged / fake information.
- iv. For any deviation from and/or breach of the Tender conditions during execution of the contract.
- v. Breach of any pre-conditions which the various authorities may impose while according their permission notwithstanding the fact that such a breach has not resulted in any negative implication for BHEL.

29. **PERMITS:** The required permits from Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity / Railways / MoRTH / Govt. Authorities or any other agencies for movement of the vehicles en-route shall be obtained by the bidder at his cost. It shall be the responsibility of the bidder to obtain all fitness certificates for the vehicles at his cost valid for the entire transaction. No extra claim shall be allowed on the accepted rate on any account. Any delay in delivery of the consignment due to non-availability of permission from above agencies shall be on the account of the bidder.

30. **LOADING & UNLOADING:** The transporters shall be allowed to lift the consignment only after submission of Route Survey Report and Security Deposit to BHEL. In such a case, if transporter has placed vehicle for loading of consignment. No detention charges shall be payable by BHEL for delay due to above. But, Late Placement charges shall be applicable as per terms.

Loading and Unloading at BHEL/Site shall be arranged by BHEL/BHEL's representative. Unloading/Loading during the transportation / transshipment (if any) will be done by transporter on his cost and arrangement. BHEL shall not pay any charges towards Unloading/Loading during transportation/transshipment. The length of platform of the axle's combination deployed for the consignment shall not be less than the length of consignment. For loading of consignment, sufficient number of axles shall be deployed in accordance with load bearing capacity of axles as per MoRTH/Govt. guidelines issued from time to time.

31. The bidder should arrange necessary Material Handling Equipment for safe loading / unloading / handling of equipment at Port of Origin / Port of Discharge /Storage Facility / enroute etc.

32. Bidder is responsible for transportation of the ODC's from origin to destination.

33. Ensure that loading / unloading of the main equipment is kept to minimum such as directly loading the cargo to trailer at port/BHEL and unloading the same at site.

34. Bidder shall be allowed to use only those T&P and hardware, which is reasonably in excellent working condition, tested for safe operation and adequate in capacity and size.

35. Bidder shall prepare all the necessary documents in required number of copies to accompany with the Trailer while leaving for site from the port/BHEL to ensure smooth transportation without hindrance from any Government or local agency on the way.
36. Bidder will work round the clock at the port / storage facility / en-route. Bidder shall ensure the timely availability of required quantity of manpower, tools and plants at all the places where such activities are to be carried out.
37. The cost of liaising and co-ordination with all concerned authorities will be to bidder's account.
38. Any non – specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.
39. Bidder should obtain all required clearances / permit from all Governmental / Non– Governmental authorities i.e. NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department, etc., including Private Parties / Persons for transportation of ODC through inland road transport route identified by the bidder. Bidder should also ensure that all taxes / Duties for Hydraulic Axles and Prime Movers are paid to the concerned State authorities.
40. Bidder shall arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignment from weather / rain from receipt of cargo in port/BHEL to delivery of the same at site.
41. In case of mishap the bidder shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The bidder shall also coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner/Insurer.
42. At the time of execution of work, the construction of By-pass (if required) should be certified by competent authority before the movement through this by-pass and the same has to be submitted to BHEL.
43. Restrictions under Rule no.144 (X1) of the General Finance Rule on Public Procurement-Dept. of Expenditure OM No.6/18/2019-PPD
 - (i) All provisions of order no. F.No..6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Any bidder from a country which shares a land border with India (except the countries to which the Gol has extended lines of credit or, in which the Gol has extended lines of credit or, in which the Gol is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure-I of the said order of DoE.
 - (ii) Any bidder from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidder has to submit a certificate certifying following along with offer:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (...Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (...Name of bidder) fulfils all requirements in this regard and is eligible to be considered.
 - (iii) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India (except the countries to which the Gol has extended lines of credit or, in which the Gol is engaged in development projects for which list is available at <https://www.mea.gov.in/>) unless such contractor is registered with the Competent Authority.

44. **OBSERVANCE OF LOCAL LAWS:**

- a. The bidder shall comply with all Laws, Statutory Rules, and Regulations etc. including MoRTH guidelines (As applicable). The bidder shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

- b. The bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges that may be levied on account of any of the operations connected with the execution of this contract and shall be to the account of the bidder.
- c. The bidder shall be responsible for the proper behavior and observance of all regulations by the staff employed.
45. The weight and dimension of consignment, which is to be loaded at Port/BHEL is enclosed at Annexure-B. No claim on account of variation in weight & dimension of consignment will be entertained. Weight & dimensions of consignment given in BHEL Packing List shall be treated as final.
46. Bidder shall own all risks and responsibility from the time of Dispatch of consignment from Port/BHEL plant till safe delivery at site.
47. Bidder shall submit the Daily Progress Report to BHEL Haridwar on emails hwcdx@bhel.in; ukd@bhel.in; viveksri@bhel.in; vineet.k@bhel.in; ssaluja@bhel.in; and provide access to the GPS system deployed in the vehicle to BHEL Executive/Supervisor.
48. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and owner from any liability on any account caused due to non-compliance of statutory, legal and safety norms of the Government of India or any of the State Governments.
49. Bidder shall use every reasonable means to prevent any of the highways, bridges, etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his trailers and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges etc. for any damage caused by the breach thereof, the bidder shall be solely responsible.
50. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities. In the event of such occurrence, bidder shall be responsible for all penalties levied and shall pay from their own account.
51. The rates quoted shall be firm and valid during the execution of the contract period i.e. from the time of lifting the consignment from BHEL, works, until the same is delivered at the site and no claim whatsoever will be entertained arising out of change in route and related thereto. The rates quoted shall be inclusive of all taxes (except GST), surcharge, wharfage, hamali enroute, statistical charges, any readjustment, lashing, etc. GST if any shall be reimbursed on submission of documentary evidence. if the consignments are to be loaded in port and directly from ship under the hook, wharfage charges at port shall be paid by BHEL. The rates shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings and also electrical shut down both on the road and at Railway Crossings, etc. Wherever required en-route and obtaining permissions for the same from the appropriate authorities. No extra claim what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.
52. To ensure safe transit, Spreader beams shall be deployed, if necessary. The prime mover, axles and tyres shall be in very good condition and as well road worthy and suitable for carrying the tender consignment. The trailers shall be equipped with adequate spares required for general usage during journey. Two qualified & experienced drivers, hydraulic power pack operator and required number of helpers/wiremen shall be made available with the vehicle. The credentials of the drivers have to be submitted before lifting the consignment and clearance has to be obtained from BHEL unit.
53. After award of the contract, bidder shall nominate one competent person to ensure proper coordination of logistics for the entire duration of each contract.
54. **GPS BASED VEHICLE TRACKING SYSTEM:** The Prime Mover shall be equipped with operational GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicle as required.

“It is compulsory to place GPS enabled hydraulic trailers meeting the requirements of Server based Data collection and display, connected to GSM network with Software for data collection, processing and display on country map of GSI with National & State Highways of various landmarks, Zoom & Pan

facilities shall be installed on the prime movers which shall be accessible to BHEL for monitoring the movement of the vehicle.

Transporter has to share API number of GPS system along with user ID and password. It is transporter's responsibility to keep GPS system working throughout the journey.

In case transporter is unable to provide GPS system in the required vehicle, a penalty of Rs. 1000/- per vehicle shall be applicable.

BHEL reserves right to install its own GPS system in vehicle where transporter does not provide GPS enabled vehicle. In that case transporter has the responsibility to keep the GPS system working throughout the journey & after completion of journey transporter has to return GPS system to BHEL within 15 days of reaching the vehicle. In case transporter fails to return GPS system to BHEL then cost of GPS system shall be deducted from freight bill of transporter."

55. INDEMNITY:

57.1 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 whilst in BHEL premises/sites.

57.2 The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.

57.3 The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against: -

- (i) Observance of Labour & Industrial Laws.
- (ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
- (iii) Documentary compliance relating to freight billing.
- (iv) Indemnity shall cover the entire transit right after loading to the unloading at destination.

56. Grace period of flat seven days will be allowed for the purpose of Late delivery penalty.

57. All payments including any penalty, damages or compensations payable by the Transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.

58. FORCE MAJEURE: The following shall amount to force majeure conditions:

58.1) Acts of God, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor has no control.

58.2) If the bidder 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 by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 04 days from the date of occurrence thereof.

- 58.3) The bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 58.4) Force Majeure conditions will apply on both sides i.e. BHEL as well as the bidder. During the period for which Force Majeure conditions are approved, there will be no claim from either side i.e. Detention claim by bidder or, LD recoverable by BHEL. Bidder will also not be entitled to claim any damages due to the impact of force majeure conditions.

59. PREVENTION OF CORRUPTION:

- 59.1) Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 59.2) BHEL shall be entitled to cancel the contract and to recover from the bidder the amount of any loss resulting from such cancellation if the bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the bidder in relation to this or any other contract with BHEL.

60. **SUB-LETTING:** Sub-letting of the work either in full or in part is strictly prohibited. However, hiring of vehicles is permitted. Whole responsibility of safe transportation will rest with the bidder to whom the contract will be awarded by BHEL. Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

61. For consignment dispatched under this contract, change of pullers/prime movers underway shall not be allowed. But may however be permitted in exceptional cases like accident en-route or breakdown of puller, with prior intimation to BHEL. Change in Puller/Prime movers shall not be treated as transshipment.

62. **SAFETY & INSURANCE:** The successful bidder is solely responsible for safe transportation and delivery of the consignment at the destination. However, BHEL/CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL/CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the bidder. The bidder shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the bidder or his employees, in accordance with appropriate statutory requirements. If due to bidder's carelessness, negligence, no 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 bidder. The recoveries are to be made from bidder's pending bills/EMD/SD etc. from any contract of any unit of BHEL. In the event of any transporter being blacklisted by any BHEL Unit during the tenure of the contract, the concerned transporter will stand blacklisted by BHEL, Haridwar also. For any damage for which BHEL is not lodging insurance claim, the repair charges shall be recovered from transporter.

63. Bidder shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

64. **RESCUE OPERATION:-** Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by transporter in rescue operations (excluding expenditure incurred, if any, on the carrier/crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.

65. No reimbursement will be allowed for any penalty/ challan/ charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.

66. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the

material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim as per Annexure-E. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.

67. Bidder shall be required to get the delivery acknowledgement information preprinted behind their GR forms in following manner:-

<u>Acknowledgement / Receipt of Consignment</u> <u>(To be pre-printed on reverse side of GR/LR)</u>	
Received case(s) crate(s) loose bundle(s) on (Date).....through [*] Trailer. Regn. No..... sent vide Consignment Note/LR NoDated in [*] Proper / Damaged condition.	
Handed over documents in original [*] (i) Duplicate for Transporter copy of invoice (ii) Packing List / Other Document(s) (to be specifically mentioned)	
Remarks, if any:	
Date	Authorized Signatory of the Consignee with Name & Seal
[*] Strike out which is not applicable.	

68. No request for extension of the time from the transporter will be entertained.

69. "If any bidder/ supplier during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage either fails to perform or is in default without any reasonable cause, causes loss of business/money/reputation, indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartels so as to influence the bidding process or influence the price, action may be taken against such bidder/supplier as per the "Guidelines for Suspension of Business Dealings with the Suppliers in vogue in BHEL.

70. **RISK PURCHASE**: BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.

- 70.1) If at any time during the currency of the contract, the bidder fails to fulfill all or any of the services required under the scope of work, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit. Balance amount, if any, will be recovered from the transporters freight bills of any contract at any unit of BHEL.
- 70.2) To recover any money due from the bidder under this contract or any other contract will be recovered from the Security Deposit or/& pending bills of any contract at any unit of BHEL.
- 70.3) To claim compensation for losses sustained including BHEL's supervision charges & Overhead charges in case of termination of Contract.

71. **ARBITRATION:**

- 71.1) If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the transporters/contractors, the same shall be referred to the sole arbitrator i.e. Head of the unit/Executive Director, HEEP, BHEL, Haridwar or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.
- 71.2) 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.
- 71.3) The place of Arbitration will be BHEL Haridwar.

72. The Contract as entered into between BHEL and the successful bidder (s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1965, as amended from time to time during the tenure of the contract.

73. Any changes in Motor Vehicle Act/MoRTH guidelines announced by Govt. of India, from time to time will be applicable and the same shall be binding both on BHEL & transporters.
74. **JURISDICTION**: In case of any suit or other legal proceedings arising under or relating to the contract, the courts at Haridwar only shall have jurisdiction.
75. **BANNED FIRMS**: The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

Manager
Central Despatch Division
HEEP, BHEL, Haridwar

TENDER NO. BHEL/HWR/CDX/ENQ/2223-012 DATED 12/09/2022
LIST/DETAILS OF TG ROTOR TO BE TRANSPORTED ON POINT TO POINT BASIS

SI	Consignment	From	Destination	Dimensions in mm (LxWxH)	Weight in MT	Expected Despatch Schedule
1	TG Rotor	Kota	BHEL, Haridwar	10550x1790x1660	45.70	At the earliest

- EXPECTED DESPATCH SCHEDULE MENTIONED ABOVE IS TENTATIVE WHICH IS SUBJECT TO VARIATION.
- ABOVE LIST IS FOR GUIDANCE ONLY FOR THE CONSIGNMENT
- UP TO A DIFFERENCE OF 5% BETWEEN THE INVOICED AND ACTUAL WEIGHT & DIMENSIONS, THERE WILL BE NO CLAIM ON FREIGHT FROM EITHER SIDE.

WE (TRANSPORTER) UNDERTAKE TO PROVIDE SUITABLE AXLES, PRIME MOVERS FOR SAFE TRANSPORTATION OF THE ABOVE CONSIGNMENT AS PER MORTH GUIDELINES IN TIME AND AS PER THE REQUIREMENTS OF THE TENDER IN ALL RESPECTS.

(PRICE BID FORMAT – TRANSPORTATION COST)**Tender No. BHEL/HWR/CDX/ENQ/2223-012****Dated 12/09/2022****Project Name: - Transportation of TG Rotor from Kota to BHEL, Haridwar:**

Sl	Consignment/Project	From	Qty. (Nos.)	Total Transportation Cost (in INR)
1	TG Rotor	Kota	1	 (in Figures)
				 (in Words)

NOTE:-

- I. Above rates are valid for period of 120 days from date of technical bid opening.
- II. Rates should be quoted in figures as well as words and in Indian Rupees only. In case, any deviation in rate quoted in words and figures, for L1 evaluation rate quoted in words will be considered.
- III. Rates are to be quoted by taking into consideration the weight of transportation accessories such as spreader beam etc., if required by transporter. No extra payment will be made in this regard.
- IV. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.) except for GST
- V. In case, any deviation/condition etc. is observed in Price bid submitted by bidder the same (i.e. deviation/condition etc.) shall be ignored by BHEL.

IMPORTANT NOTE: - The bidder has to quote rates in BoQ sheet only.**Signature & Seal of Authorized signatory**

(Letter of compliance in company's Letter Head)

Ref No: BHEL/HWR/CDX/ENQ/2223-012

Date: xx/09/2022

Subject: **Tender No. BHEL/HWR/CDX/ENQ/2223-012 Dated 12/09/2022**

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 bid in Part-II (BoQ sheet) of tender enquiry as per Annexure-C only without any deviations / conditions. In case, any deviation/conditions etc. is observed in the Price bid, the same (deviation/conditions etc.) shall not be entertained/considered by BHEL.

It is being confirmed that we have sufficient number of axles, pullers and will be able to place suitable capacity of required number of axles & pullers to lift the consignment. We also confirm fitness validity of axles, prime movers, other equipment required for transportation of consignment during currency of contract.

Thanking you,
Yours faithfully

Freight Bill Performa**TENDER NO. : BHEL/HWR/CDX/ENQ/2223-012**

Name of Transporter : _____ Bill No. _____
Full Address : _____ Date. _____
Pan Number: _____
GST No.: _____

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

S. N.	C-Note No./ Material Receipt Date	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment description	Freight charges	PO No. & Date	Vehicle No.	Remarks

Total amount in words _____

Bidder registered under **reverse charge mechanism** has to declare that M/s. is not taking tax credit of input/capital good tax for rendering such services GST paid under reverse charge mechanism paid by the consignor/consignee.

OR,

Bidder registered under **forward charge mechanism** has to submit GST compliance certificate as per attached format.

Signature & Seal of Transporter**Total amount in words verified for payment Rs. _____**

BANK GUARANTEE BOND

BG against Award of Work/ Agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2223-012. In consideration of the Bharat Heavy Electricals Limited,Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of (Bidder(s) do hereby undertake to pay to the Company an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.

2. We, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter.

5. We, (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).

7. We, (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the..... day of

For (Indicate the name of Bank)

Details of Prime Movers**(To be filled in accordance with Clause no. 1.2 (i) of Section-I of Annexure-A)**

SI No.	Owner	Reg. No	HP	Make	Year of Manuf.	Notarized RC copy, Attached (yes/no)	Page No. in the bid	Fitness Certificate Attached (Yes/No)	Page No. in the bid	Fitness valid Up to
01										
02										
03										

Details of Axles(To be filled in accordance with Clause no. 1.2 (i) of Section-I of Annexure-A)

Sl.No	Owner	Axle Reg. No.	Chassis No	Registered capacity per axle (in MT) as per Gazette	Gazette page No. in the bid	No of Axles	Notarized RC Copy, Attached	Page No. in the bid	Fitness Certificate Attached	Page No. in the bid	Fitness valid Up to	Year of Manufacture	Make
1													
2													
3													
...													

PRE BID TIE UP

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

This Agreement is Made and executed in this day of _____ by and between (1) M/s _____ (The first Part hereinafter referred to as BIDDER which expression shall include its successors, administrations, executors and permitted assigns) a company incorporated under the company's Act 1956 having its registered office at _____ and (2) M/s _____ (The Second Part hereinafter referred to as ASSOCIATE or ASSOCIATES and shall include its successors, administrations, executors and permitted assigns), a company incorporated under the company's Act 1956 having its registered office at _____.

WHEREAS M/s Bharat Heavy Electrical Ltd., A Government of India Undertaking, has issued a Notice Inviting Tender no. _____ dated _____ inviting bid for undertaking the work of _____ at _____ (herein after referred to as the said work);

WHEREAS, the said NIT enables a BIDDER to pool his and his ASSOCIATES' resources & experience to match the requirements of the NIT and for execution of the contract;

AND WHEREAS, the BIDDER does not have the qualification in isolation to match the requirement of the tender but can meet the same by pooling in the resources and experience of his ASSOCIATE or ASSOCIATES;

AND WHEREAS, the BIDDER is willing to utilize the resources and experience of the ASSOCIATES for the purpose of bidding, and executing the contract if awarded;

AND WHEREAS, the ASSOCIATES are agreeable to offer their equipments, resources, experience and assistance to the BIDDER for the execution of the contract, if awarded;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS –

1. The ASSOCIATE permits the BIDDER to show his finance, tools, plants, tractors, trailers, other transportation equipment, measuring & monitoring Equipments (MMES), men and machinery etc. and experience (barging only) as part of the resources available to the BIDDER.
2. The ASSOCIATE undertakes to offer full co-operation to the BIDDER in the execution of the contract, if awarded.
3. The BIDDER agrees to undertake full responsibility towards M/s Bharat Heavy Electricals Limited for the performance of the contract and shall individually remain answerable and liable to them without shifting any such liability upon the ASSOCIATE.
4. Nothing contained in this agreement shall constitute or be deemed to constitute a partnership, or joint venture between the Parties hereto and neither of the Parties shall have any authority or power (and shall not represent themselves on having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of the other Party. The relationship between the parties shall be strictly temporary and nothing contained herein is intended, nor shall it be construed as creating or requiring any other ongoing or continuing relationship or commitment between the Parties.
5. The BIDDER shall not be liable to the ASSOCIATE for the failure to obtain the Contract or for loss of contract or business opportunity, or for any indirect or consequential loss or damage.
6. It is agreed between the parties here that all the consequences liabilities etc. arising out of any default in the due execution of the said works shall be borne by the BIDDER.

In WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____ (Place)

WITNESS FOR.

1. Name (First Party)
2. Official Address

WITNESS FOR.

1. Name (Second Party)
2. Official Address

Details of Experience (By Road Transportation)**(To be filled in accordance with Clause no. 2.0 of Section-I of Annexure-A)**

Sl. No.	LR no. and date	Description of the consignment	Weight (In MT)	From	To	Date of execution	Distance Travelled	Whether WO / Contract agreement attached (yes/no)	Whether completion certificate from the customer /GR-LR attached with receipt (yes/no)	Customer name, email and address with telephone Number	Page No in the offer
01											

ANNEXURE-K**(Route detail & Distance in KM)****Tender No. BHEL/HWR/CDX/ENQ/2223-012****Dated 12/09/2022**

Project SI No (As per Annexure-B)	Item	From	Destination	Route detail
1	TG Rotor	Kota	BHEL, Haridwar	 (to be filled by bidder)

ANNEXURE-L

(Transit Time in days)

Tender No. BHEL/HWR/CDX/ENQ/2223-012

Dated 12/09/2022

Project SI No (As per Annexure-B)	Item	From	Destination	Transit Time (In days)	Weather bidder has quoted for project in their offer (Yes/No)
1	TG Rotor	Kota	BHEL, Haridwar	 (in days) (to be filled by bidder)	

ANNEXURE-M**Tender No. BHEL/HWR/CDX/ENQ/2223-012 Dated 12/09/2022**

SI No	Details	To be filled by Bidder
1	Name of the person authorized to sign the offer	
2	Name of the person to be contacted (In case of any query related to subject tender)	
3	Phone/Mobile No. of the person to be contacted (In case of any query related to subject tender)	
4	Authorized/authentic Mail Id/Ids (Only these Id/Ids shall be considered for future communication from BHEL, Haridwar and also reply/document sent through these IDs only same Ids shall be considered.)	