

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, Uttarakhand

CENTRAL DESPATCH DIVISION

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Ref: BHEL/HWR/CDX/ENQ/2324-005

Date: 04/11/2023

TENDER ENQUIRY LETTER

Subject: Transportation of 04 Nos. of ODC Consignments From BHEL Haridwar to Patratu Project Site, Through Suitable Vehicle/ Vehicles

1. Online bids are invited from reputed, IBA approved, financially sound transport contractors for Transportation of 04 Nos. of ODC Consignments From BHEL Haridwar to Patratu Project Site, Through Suitable Vehicle/ Vehicles. The bids are to be submitted in two parts as under:-

A. Technical Bid - Part-I

B. Price Bid - Part-II

2. Following annexures signed on each & every page as token of acceptance are to be submitted in "Technical Bid - Part-I".

Annexure "1" - Pre-Qualification Requirement

Annexure "A" - Instructions and Guidelines to Bidders.

Annexure "B" - General Terms & Conditions of the Tender.

Annexure "C" - Special Terms & Conditions of the Tender.

Annexure "D" - Performa for submission of freight bills.

Annexure "E" - Price Bids Format - Schedule of Rate (Instead of rate write **QUOTED/NOT QUOTED**)

Annexure "F" - Self Certification Affidavit

Annexure "G" - Notice of Damage / Shortage / Discrepancy to consignment on delivery

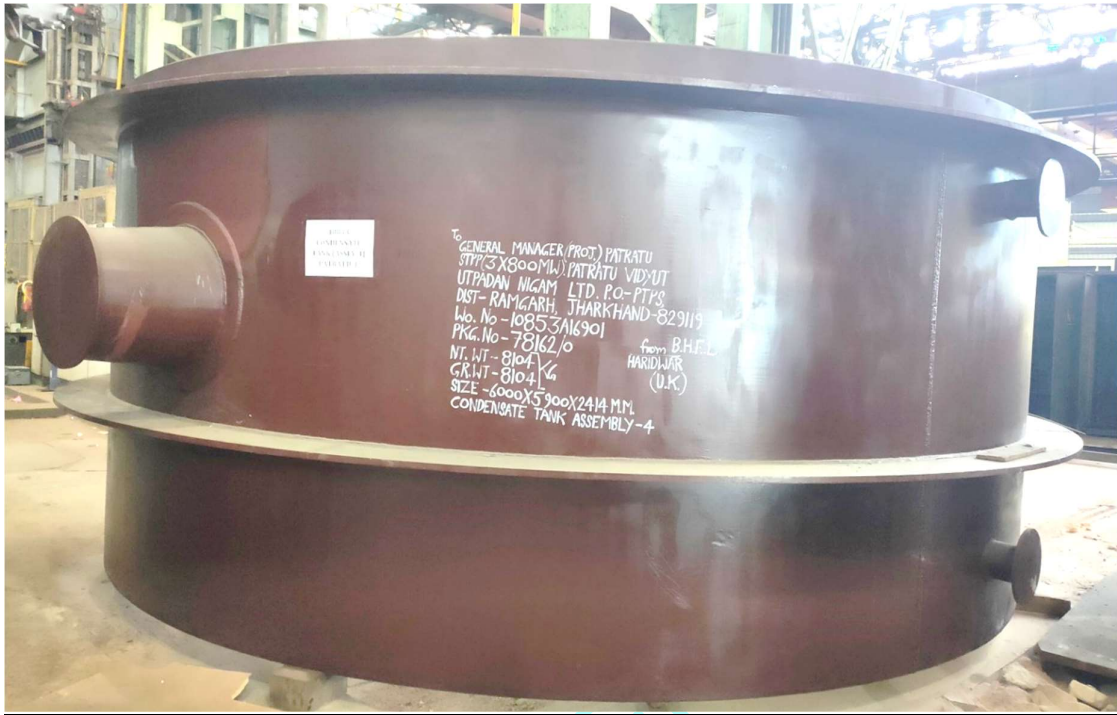
Annexure "H" - Performa for Bank Guarantee Bond.

3. SCOPE OF WORK:

Safe transportation of 04 Nos. of ODC Consignments from BHEL Haridwar to Patratu Project Site, through suitable vehicle/ vehicles. Bidder needs to plan & prepare loading plan at their end and had to transport all 04 packages accordingly. The details of packages to be transported is tabulated below:

Package No.	Description	DIMENSION (MM)	GRO WT (Kgs)
#1	Condensate Tank Assembly	6100*5900*3500	11923
#2	Condensate Tank Assembly	6000*5900*3500	10546
#3	Condensate Tank Assembly	6000X5900X2414	8104
#4	Condensate Tank Assembly	6100X5900X2897	10690

Note: The above mentioned packages are round shaped hollow rings, some of the pictures of the same are presented below:





4. SUBMISSION OF QUOTATION AND OPENING OF TENDER

- A. The bidder shall download the tender documents from GeM portal i.e. <https://gem.gov.in> .
 - B. Bidders are advised to take due care while quoting the technical and price bids in Gem Portal. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
 - C. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
 - D. The tender documents & the supporting documents must be signed in all pages physically or digitally by the Proprietor / Managing Director / Managing Partner of the Firm as applicable or by the person holding the Power of Attorney on behalf of the Firm concerned. A copy of Power of Attorney, duly self-attested must accompany the tender.
 - E. The bidder has to upload the scanned copy of all the mentioned documents, Tender Documents, Supporting Documents etc, on GeM portal during online bid-submission. It shall be sole responsibility of bidder that the uploaded documents remain legible.
 - F. Along with technical bid, bidder has to submit "Letter from Bidder to AGM (CDX)".
 - G. Techno-Commercial bid, Part-I and Price Bid, Part-II shall be submitted online at Gem Portal. **Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.**
 - H. The "Technical Bid-Part-I" will be opened on the same day i.e. **09/11/2023 at time given in GeM bid** in the presence of parties who wish to be present on the occasion.
5. "Price Bid- Part-II" of only those bidders will be opened at later date, whose documents submitted in "Technical Bid – Part- I" are found in order on scrutiny and evaluation. Date for opening of "Price Bid - Part-II" shall be intimated separately after scrutiny. Bidders are advised to read tender documents carefully before submitting the bid.
 6. At any time prior to the deadline for submission of Tenders, BHEL may amend the Tender Document by issuing addenda/ corrigenda.
 7. Any addendum / corrigendum issued shall be part of the Tender Document and shall be uploaded on BHEL website /GeM Portal. It is in the interest of the bidder to keep visiting BHEL website to check updates on corrigendum to the tender.

8. To give prospective bidders reasonable time for considering addendum in preparing their Tenders, BHEL may, at its discretion, extend the deadline for the submission of Tenders.
9. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
10. A prospective bidder requiring any clarification of the Tender Document shall contact BHEL, through email address indicated in the NIT. BHEL will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders, within the number of days specified in the NIT.
11. Any request for change of opening date of tender shall not be entertained.

12. Earnest Money Deposit (EMD) for this tender is fully exempted for all bidders.

**For & on behalf of BHEL
Addl. General Manager (CDX)**

BHEL/HWR/CDX/ENQ/2324-XXXX

(Letter from Bidder to AGM (CDX) regarding submission of Bid)

**Addl. General Manager (CDX)
Heavy Electrical Equipment Plant
Bharat Heavy Electricals Limited, Ranipur, HARIDWAR - 249403**

Subject: Bid for safe Transportation of 04 Nos. of ODC Consignments From BHEL Haridwar to Patratu Project Site, Through Suitable Vehicle/ Vehicles

Ref: Tender No. BHEL/HWR/CDX/ENQ/2324-005 Dated 04/11/2023

Dear Sir,

With reference to above tender enquiry and having examined the documents given in NIT, Technical bid-Part-I and Price bid-Part-II.

"I/We have read and understood all Terms and conditions of above said Tender Enquiry and are accepted to us. I/We hereby submit my/our documents / undertaking /affidavits as required in your NIT online as "Technical bid - Part-I".

In "Price Bid - Part-II", we have submitted our bids / best prices, in line with process of submission and opening of tender given in NIT for the above noted work and we agree with all the terms and conditions mentioned in the aforesaid documents.

Package No.	Description	DIMENSION (MM)	GRO WT (Kgs)
#1	Condensate Tank Assembly	6100*5900*3500	11923
#2	Condensate Tank Assembly	6000*5900*3500	10546
#3	Condensate Tank Assembly	6000X5900X2414	8104
#4	Condensate Tank Assembly	6100X5900X2897	10690

I/We confirm that we have quoted our best rates for all four nos. of packages with following dimensions:

Our quoted rates are valid for transportation of all 04 package as given in **Annexure-E** for above mentioned groups. I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms of the aforesaid documents.

I/We also agree to refer all disputes in respect of this tender or the consequent contract to an arbitrator to be appointed in accordance with the arbitration clause of this tender.

Thanking you,

SIGNATURE OF BIDDER, WITH SEAL

ANNEXURE-1**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 rate contract:

1. OWNERSHIP OF THE COMPANY:

The bidder should be an Indian entity in India and should be in existence for last three years. Any of the following document is required to be submitted for the same:

- i. Public Limited Company / Private Limited Company
(*Memorandum of Association, Articles of Association and Certificate of Incorporation*)
- ii. Partnership Firm (*Partnership Deed / Registered Deed*)
- iii. Proprietorship (*Profession Tax Regn./ Municipal Regn/ PAN*)
- iv. Any other Statutory document need to carry out business (please specify, if any)

2. REGISTRATION PARTICULARS (copy of relevant documents to be attached):

- i. Permanent Account No (PAN)
- ii. GST Registration Number (If Available), Bidder need to mention under which mechanism 'Forward Charge Mechanism' or 'Reverse Charge Mechanism' the bidder falls in.
- iii. Registered under MSME Act (Micro/Small/Medium) – ***If applicable***

3. FINANCIAL REQUIREMENTS:

- i. Annual Turnover (in Rs. Lakhs) – PFY, PFY-I
- ii. Turnover on account of revenue generated through freight & other transport related activity only. (*Minimum Required is the average of last 2 financial years of the bidder should be more than Rs. 2.55 Lakhs – PFY & PFY-I*)
- iii. Profit / Loss (in Rs. Lacs) – PFY & PFY-I (Profit in at least one year during last two FYs)
- iv. Income Tax Returns (ITRs) (*Copy of acknowledgement for filling ITRs to be enclosed*) – PFY & PFY-I
- v. Net Worth as on last date of previous financial year (PFY)
- vi. Audited copies of Balance Sheets and Profit & Loss accounts or Annual reports for the last two years (PFY & PFY-I)
- vii. **IBA Recommendation:** Vendor should have valid IBA certificate as on date of opening of Part-I (*Copy of IBA recommendation*)
- viii. **Banker's Solvency Certificate** (*for a minimum of 100 Lacs*) Certificate should be issued not more than 6 months before the date of enquiry.

Note: PFY stands for financial year ended on 31.03.2022 i.e. FY 2021-22 (PFY may also be considered as the financial year ended on 31.03.2023 i.e. FY 2022-23 if bidder submits provisional CA certificate for FY 2022-23), PFY-I (previous to PFY).

PRE-QUALIFICATION REQUIREMENTS

4. **OTHER MANDATORY DOCUMENTS TO BE SUBMITTED IN PART-1:-**
 - a. Duly signed & stamped copy of tender document (all pages) shall be submitted by bidder.
 - b. Unpriced price bid (Annexure-E) shall be submitted by bidder.
 - c. Proof for evidencing the authority of person signing the quotation.

BHEL/HWR/CDX/ENQ/2324-XXX

ANNEXURE-A**TECHNICAL BID (PART-I) - INSTRUCTIONS & GUIDELINES TO BIDDERS**

1. TENDER DOCUMENTS
Tender documents shall comprise of Annexure-1, A, B, C, D, E, F, G, H shall form part of the contract between transporter & BHEL.
2. SUBMISSION AND OPENING OF TENDER
Refer clause no.4 of "Tender Enquiry Letter" for details about submission and opening of tender.
3. QUOTING OF RATES
 - I. Rates should be quoted in figures only on the GeM portal.
 - II. **It is mandatory for the bidders to quote rates for transportation of all 04 packages:**

Package No.	Description	DIMENSION (MM)	GRO WT (Kgs)	Fixed transportation cost for all 04 packages (inclusive of all incidentals except GST), in Rs.	
				In figures	In words
#1	Condensate Tank Assembly	6100*5900*3500	11923		
#2	Condensate Tank Assembly	6000*5900*3500	10546		
#3	Condensate Tank Assembly	6000X5900X2414	8104		
#4	Condensate Tank Assembly	6100X5900X2897	10690		

* **Note:** The Bidder is at liberty to plan & prepare loading plan at their end and to transport all 04 packages accordingly. (The type of vehicle & No. of vehicles had to be planned by the bidder and total cost of transportation had to be quoted on GeM inclusive of all expenses, whatsoever. However, breakdown of the loading plans and cost of each vehicle had to be communicated to BHEL separately for accountability/ billing and subsequent payment of the freight).

- III. Price offer should have a validity of at least **120 days** from the date of technical bid opening date for entering into contract.
- IV. Before quoting for the work, the bidder should ascertain the nature of the material and the shortest route along which material can be safely transported.
- V. The successful bidders will open / continue to maintain office with Computer / E-Mail facility and suitable godown with suitable HANDLING FACILITY at Haridwar.
- VI. **BHEL RESERVES THE RIGHT**
 - i. Accept or reject any of the bid/all bids 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.
 - ii. To split up any one or more Categories / Groups or tender in totality without assigning any reason thereof.
 - iii. To 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.
 - iv. Evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
 - v. Accept / Reject any or all tenders fully or partly, reduce / increase business volume and number of transporters, split the award of contract without assigning any reasons thereof.
 - vi. To cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.

- vii. To have parallel contract at the same rate or different rates with any number of transporters for any destination.
- viii. To reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- ix. To approve such number of transporters as may warrant for smooth operational requirement.
- x. To award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- xi. To restrict allotment of load for outgoing consignments for specific sites to specific transporters who have branch office at destination within/around 100 kms of sites shall be preferred.
- xii. To ensure selection of transporters as far as possible on "low to high" rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments requiring wide network of branches as also the transporters having their Head Office locally.
- xiii. In case of discrepancy in quoted rates following will be applicable.
- xiv. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- xv. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- xvi. 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 (ii) above.
- xvii. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- xviii. Canvassing in any form, in connection with the tender is STRICTLY PROHIBITED and quotation of transporters, who are found involved in canvassing, will be rejected.
- xix. Non-submission of information or submission of incorrect information in quotation may result in cancellation of quotation.

4. EVALUATION OF BIDS:

- i. Techno-commercial bids (Part-1) received shall be first evaluated in regard to compliance with tender terms & condition. Bids qualifying these criteria only shall be considered for price bid (Part-2) opening. To be eligible, the bidder has to quote rates for all the 04 Nos. of packages.

Package No.	Description	DIMENSION (MM)	GRO WT (Kgs)	Fixed transportation cost for all 04 packages (inclusive of all incidentals except GST), in Rs.	
				In figures	In words
#1	Condensate Tank Assembly	6100*5900*3500	11923		
#2	Condensate Tank Assembly	6000*5900*3500	10546		
#3	Condensate Tank Assembly	6000X5900X2414	8104		
#4	Condensate Tank Assembly	6100X5900X2897	10690		
Total value for transportation of 04 Nos. of Packages					
GST Rate in %					
Total value for transportation of 04 Nos. of Packages Including GST					

Example for Evaluating L1 Bidder:

The following example is provided for illustration, considering two bidders namely 'X' & 'Y' have quoted rates the subject transportation

Price break up sheet for Bidder 'X'					
Package No.	Description	DIMENSION (MM)	GRO WT (Kgs)	Fixed transportation cost for all 04 packages (inclusive of all incidentals except GST), in Rs.	
				In figures	In words
#1	Condensate Tank Assembly	6100*5900*3500	11923	2,50,000	
#3	Condensate Tank Assembly	6000X5900X2414	8104		
#2	Condensate Tank Assembly	6000*5900*3500	10546	2,50,000	
#4	Condensate Tank Assembly	6100X5900X2897	10690		
Total value for transportation of 04 Nos. of Packages					5,00,000/-
GST Rate in %					----
Total value for transportation of 04 Nos. of Packages (supposing GST to be 10%) Including GST					5,50,000/-

Price break up sheet for Bidder 'y'					
Package No.	Description	DIMENSION (MM)	GRO WT (Kgs)	Fixed transportation cost for all 04 packages (inclusive of all incidentals except GST), in Rs.	
				In figures	In words
#1	Condensate Tank Assembly	6100*5900*3500	11923	3,00,000/-	
#2	Condensate Tank Assembly	6000*5900*3500	10546		
#3	Condensate Tank Assembly	6000X5900X2414	8104	2,50,000	
#4	Condensate Tank Assembly	6100X5900X2897	10690		
Total value for transportation of 04 Nos. of Packages					5,50,000/-
GST Rate in %					----
Total value for transportation of 04 Nos. of Packages (supposing GST to be 10%) Including GST					6,05,000/-

Note: "The bidder need to fill up the Base Rates i.e. Rate without GST (Maximum upto two decimal points) in the price break up sheet. Thereafter, GST value be added to base value and thus the final value of tender shall be achieved. **The bidder needs to quote the total value inclusive of GST on GeM portal** and Break-Up prices of vehicles planned by the bidder needs to be submitted separately. E.g. the bidder 'X' in above example, needs to quote Rs. 5,50,000/- on GeM portal and the break-up values, to be submitted separately." **However, evaluation of Bids shall be done by GeM on base value i.e. total value Excluding GST.**

In the above example, as the base value of bidder 'X' (Rs. 5,00,000/-) for transportation of all 04 packages is lower than that of bidder 'Y' (Rs. 5,50,000/-) obviously, **bidder 'X' shall be declared the L1 bidder for this tender and further proceedings will be continued accordingly.**

- a. **REVERSE AUCTION (RA):** RA shall be conducted as per prevalent guidelines of GeM portal.

(iv) In case of L1 position occupied by more than one bidder, effective L1 will be decided by soliciting discount from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discount, the L1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). BHEL's decision in such situations shall be final and binding.

(vi) If necessary, further negotiation (s) may be held with the L1 Bidder.

(vii) The work will be awarded on finalised L1 rates by BHEL only.

MSE procurement preference as per Govt Guidelines shall be applicable.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copy of UDYAM Registration Certificate.
- b) 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 before price bid opening. If the tender is to be submitted through GeM portal, then the above required document is to be uploaded on the portal. Document should be notarized or attested by a Gazetted officer.
- c) The above MSE document must be Notarized or attested by a Gazetted Officer.
- d) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- e) Definitions of MSEs owned by SC/ST is under:
 - a) In case of proprietorship firm, proprietor must be SC/ST.
 - b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- f) Definitions of MSEs owned by Women is under:
 - a) In case of proprietorship firm, proprietor must be woman.
 - b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by women promoters.
- g) Scheduled Caste (SC) / Scheduled Tribe (ST) Certificates to be from the authorities empowered to issue such certificates.

a. CONTRACT AGREEMENT:

- i. Successful transporters, whose offer is accepted for award of work shall enter into a contract with BHEL.
- ii. The Contract Agreement as per the specified format provided by BHEL shall be signed within fifteen days from the date of award letter/LOI at their own cost on a valid non-judicial stamp paper of ₹100/-.
- iii. Successful transporters shall also inform all their branches in India regarding terms and conditions of this contract to ensure strict compliance of the Contract.

d. 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.

e. PREFERENCE TO MAKE IN INDIA: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 & 24.07.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

5. SECURITY DEPOSIT CLAUSE:

- i. The successful Bidder shall deposit required amount as security deposit within fifteen days from award of contract / letter of intent or before start of the work for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
- ii. The total amount of Security Deposit will be 5% of the contract value.
- iii. Security Deposit may be furnished in any one of the following forms:

- Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be as per format given by BHEL.
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - Insurance Surety Bonds
- iv. **Security Deposit shall remain valid till six months from Award of Work + additional Claim Period of minimum six months** (for submission & processing of freight bills and also to ascertain any loss/damage and consequent recoveries, if any) *e.g. if Award of work Date is 31.07.2023, security deposit shall remain valid till 31.01.2024 and claim period shall remain valid at least till 31.07.2024.*
- v. SD shall be refunded only after settlement of all dues/recoveries and expiry of contract validity.
- vi. The security deposit shall not carry any interest.
- vii. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- viii. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) 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.

Security Deposit (SD) furnished by the bidder shall be forfeited / adjusted, if:

- ix. The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.
- x. 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.
- xi. For any deviation from and/or breach of the Tender conditions during execution of the contract.
- xii. BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off these security deposit, against any claims of any other contract with BHEL.

ANNEXURE-B

GENERAL TERMS AND CONDITIONS

1. INFORMATION SYSTEM

- i. The Transporter shall give a periodic statement at least once in two months to concern Incharge of Stores-Shipping /Traffic /CFFP-MM/PPX-MM (IMP)/BOI/ROD Mumbai of BHEL to take instructions, guidance and orders for all the routine works for which written orders may not necessarily and ordinarily be given. For carrying out the above works successfully, it shall be obligatory on the part of the transporter to depute a Branch Manager at Ranipur who should keep day-to-day liaison with the Stores-Shipping / Traffic / CFFP-MM/ PPX-MM (IMP)/BOI/ROD Executives of BHEL.
- ii. Similarly, such liaison shall be maintained by the transporter's managers with leading suppliers of BHEL and the Regional Manager of the Regional Operation Division Offices of Bharat Heavy Electricals Ltd.
- iii. Transporter shall give a periodic statement once in a month to Incharge (Stores- Shipping/Traffic/CFFP-MM/PPX-MM(IMP)/BOI/ROD Mumbai) regarding the status of the consignments transported through the transporter indicating action, if any, to be taken by BHEL for the consignments lying pending with transporter for delivery.
- iv. Transporter shall give a half yearly statement at the end of September and March of every financial year to BHEL regarding pending payments due to him from BHEL.
- v. For sorting out operational and other problems between BHEL & transporter the transporter's representative will be in contact with BHEL Executive.

2. BOOKING OF CONSIGNMENTS

- i. Before booking the consignments, the transporter shall ensure that consignments, suitably packed or open type, carry either a packing slip fixed on outside the package or paint-written description on it. Minimum requirements are Purchase Order / Work order, Package No., Name and address of consignor with booking station. Ship Name, Bill of Lading / Air Way Bill No. etc. in case of import /export consignment should also be mentioned.
- ii. Besides, transporter's agent must ensure that he collects copy of Invoice / T-Note / Party Challan / e-way bill and wherever applicable second copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" etc., and the same should move along with consignment. Serial number of 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice/delivery challan "Duplicate for Transporter" this should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.
- iii. Where the consignor has furnished transporter the 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and the same is not delivered to Stores / Sites, the responsibility for loss shall rest with the transporter. Transporters are to make a careful note of this and ensure compliance of this condition without fail/fault. The 2nd copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" should be delivered with the material to consignee against signature.
- iv. All dispatches to BHEL Haridwar, must be door delivered at Central Plant Stores BHEL, HEEP/CFFP/Traffic. All dispatches to Customer's site must be door delivered in all categories of goods and door delivery charges will be payable as applicable for smalls only. Transporters shall collect and deliver the consignments from BHEL sites / suppliers or other notified places without any extra charges in respect of full loads or under loads. However, door delivery / collection charges shall be paid wherever applicable for smalls as per terms. In case of smalls booked by suppliers/sites, the consignments shall be booked at carrier's godown and no collection charges will be applicable for such booking".
- v. E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses en-route or in case of transshipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
- vi. Vehicles bringing materials for repair from sites to BHEL HEEP Hardwar shall be entered into plant after obtaining necessary permission from CDX Executives only.
- vii. Loading/unloading including crane facility, at consignor's/consignee's premises/ports/CHA godown shall be the responsibility of the consignor/consignee/BHEL as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their godown and will be extended free of cost to consignor/consignee.
- viii. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.
- ix. All the R.T.O. permission or any other permission / authorization from competent authority shall be obtained by transporter at his own cost. Any contingency arising in this respect shall be the responsibility of transporter.

However, state road permits, wherever required shall be made available by the consignor. Also the transporter shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, rescue operation if any.

- x. For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007 shall be applicable.
- xi. Transporter shall carry materials / packages / consignments or whatever kind of description and weight and the vehicles carrying such consignments shall be suitably equipped for the same. He shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession. The transporter shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost. All the safety precautions required in transportation such as lashing and securing the consignments, providing red flags, light, pilots / escort etc. shall be the responsibility of the transporter.
- xii. The G.R. issued at the booking station should be complete and there should not be any cuttings/overwriting on it. A copy of G.R. should be given to the consignor at the time of taking delivery of the material and a responsible person on behalf of transporter should sign on the G.R. Following information should be clearly indicated on G.R.
 - (i) Reference of BHEL Ranipur (Haridwar) Purchase Order / Work order /Sub-Contract Order gross weight & dimensions of the consignment.
 - (ii) Weight & No of the packing cases OR liquid quantity in KL
 - (iii) Registration No of the vehicle
 - (iv) Name & address of the consignor with specific destination
 - (v) Reference to RDA issued by ROD, Mumbai Office (for dispatches from anywhere in Mumbai or from any port of India)Transporter shall not in any case issue GRs to the suppliers / consignor for despatch of material to BHEL plant / site without taking physical possession of materials.
- xiii. Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites/ports and the movement inside the premises of BHEL/ports/sites. Transporter shall ensure that all employees/persons engaged/authorised by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.
- xiv. All vehicles carrying materials to/from BHEL will be normally allowed to enter the plant only between 08:00 Hrs. to 15:00 Hrs on all working days. Normally vehicles will be unloaded / loaded within twenty four hours if the transporter's agent has complied with requirements of documents and packing slip. Detention of transporter's vehicle beyond the above period because of non- compliance of these conditions will be natural and BHEL will not be responsible for such abnormal detentions.
- xv. Transporter shall not auction any material belonging to BHEL where customer / supplier has defaulted in taking delivery for various reasons. The transporter will give notice, under registered post, to BHEL and ask for instructions in the matter. The local manager of the transporter concerned should follow-up these cases with the consignee at one end and consignor at the other end. No demurrage / detention / godown charges shall be payable to transporter for its custody.
- xvi. The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation already in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.

The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and / or other law for the time being in force for personal injury caused to any workmen by accident arising out of and during the course of this contract.
- xvii. The Transporter shall be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters, the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

3. LOSS IN TRANSIT / DAMAGES / SHORTAGES / INSURANCE / CLAIMS:

- i. The transporter is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER / VENDOR / SUB-CONTRACTOR (as the case may be) shall arrange insurance of the consignment. But, that will not in any way absolve the transporter of the responsibility of safe and proper transportation of the goods to destination and of his liability either direct or consequential thereof including legal complications, if any.
- ii. The Contract as entered into between BHEL and the transporter shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them.
- iii. The weight, measurement and description of Goods/Materials mentioned in the Challans / Packing Lists/Loading Advise/Delivery documents/Shipment document of Company or the supplier besides other documents shall form the basis for assessing the loss in transit and for recovery of damages compensation thereof, if any. Loss shall be assessed solely by BHEL and shall be on cost basis (Cost shall include freight incurred in replenishment, if any).
- iv. The transporters shall also be responsible for checking the packing conditions of consignments before he takes delivery of the same for transportation. Once the materials are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the transporter has pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR/GR/Docket.
- v. In case of accident/loss/theft during transit, transporter shall register FIR at nearest Police Station at earliest and report the case to BHEL within 48 hours in writing or through email. Transshipment in such case may be allowed (without imposing transshipment penalty) with permission of concerned BHEL officials.
- vi. Further, in case of accident the transporter is obliged to submit the required documents in time. The failure to do this shall be treated as fault that is attributable to transporter:
 1. Vehicle RC copy, 2. Insurance Certificate of vehicle with validity, 3. Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy duly acknowledged (with remarks, if any), 6. Damage/Open delivery Certificate (Original), 7.FIR Copy, 8. Any other documents as required by Insurance Agency.
- vii. Freight charges for consignments acknowledged on delivery under damage / shortage / discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer.
- viii. In case, where the damage / loss due to willful negligence of transporter is proved or in case of non-delivery of consignment, the full cost of the loss shall be recoverable from the transporter, besides non-payment of freight of that consignment/package.
- ix. In cases of damaged or open delivery or shortages, freight amount of the consignment shall be payable only after assessment / adjustment of loss from freight.
- x. However, the payment of freight processing of invoice in any of the above cases, shall not relieve the transporter of their total liability towards loss in case of any reason attributable to transporter arose even at any later stage. BHEL reserves the right to recover such liability at later stage.
- xi. In case transporter fails to pay the recoverable amount, necessary action in the Court of law may be initiated by BHEL. Simultaneously, action towards suspension of business dealings with defaulting transporter shall also be considered as per company policy.
- xii. Transporter has to ensure that all the material shall be delivered and freight bills for the same to be submitted at least two months before the expiry of the Security Deposit. Also, if damage / insurance case is still pending and validity of security deposit is going to expire, the validity of security deposit shall be extended accordingly by transporter.
- xiii. However, if the amount to be settled is lower than the amount of security deposit then transporter will have to provide the extended Security Deposit for that amount only for the extended period. If Security Deposit is not extended by transporter before expiry, the respective Security Deposit shall be invoked.
- xiv. During the extended period, if the Insurance claim / case is settled, the freight bill will be processed as mentioned above.
- xv. If damaged consignment is received, transporter shall have to furnish/submit following documents for raising & subsequent admittance of insurance claim :
 - a) Permanent registration(R.C) of vehicle in which load carrying capacity of vehicle is clearly indicated (for ensuring that vehicle was not overloaded).

- b) Valid driving licence of driver for relevant category(for ensuring that authorised person was only driving the vehicle).
- c) Damage/shortage certificate certifying that material has been damaged/shortage in transit.
In case transporter fails to furnish the above documents & insurance claim is rejected due to same, the loss to BHEL shall be recovered from transporter.

4. FREIGHT PAYMENTS

- A. 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 Number(s) and condition of the consignment on delivery incorporated overleaf GR/LR submitted along with their freight bill claim as per Annexure-D. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
- B. Transporters will be required to get the delivery acknowledgement information preprinted behind their GR (consignor’s copy) forms in following manner:-

<u>Acknowledgement / Receipt of Consignment</u>	
Received	case(s) crate(s) loose bundle(s) on (Date).....through [*]
Truck / Trailer. Regn. No	sent vide Consignment Note/LR No..... Dated
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	Authorised Signatory of the Consignee with Name & Seal

C. Mode of payment of freight will be either on:

- i. "To Pay" [TP] (i.e. to be paid by our Consignee/Customer) basis after receipt of goods at destination, or
- ii. "To be billed/Prepaid" [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL Haridwar and production of documentary evidence in support thereof.
- iii. All freight payments for (a) incoming consignments to Haridwar and (b) from one destination to another, under category 'To be billed/Prepaid' will be paid at Haridwar through CSX/ CDX.
- iv. For Outgoing consignments despatched from Haridwar under 'To be Billed/Prepaid category, Payment will be made at Haridwar only after submission of acknowledgement from site/customer in the prescribed manner, through CDX.
- v. All freight payment will be made through e- payment after deduction of TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- vi. Payment of clear and admissible freight bills shall normally be made within the period as given in below table from the date of presentation of the 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. Freight bills shall be submitted in Performa attached at **Annexure-D** 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

Type of bidders	Payment (No. of Days)
Micro & small enterprises (MSME)	45 Days
Medium Enterprises	60 Days

Non MSME

90 Days

- vii. Transporter will furnish money receipt for the freight payment wherever required by BHEL within 15 days of the receipt of the payment, failing which the amount paid can be recovered back / withheld from his further bills. Security deposit of a transporter will not be released unless money receipts (wherever required by BHEL) against all the freight payments made to him has been received.
- viii. All Freight Bills must be submitted within 6 months of GR date or 3 months of delivery date whichever is earlier, beyond which BHEL reserves the right to accept/ reject bills on case to case basis.
- ix) 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 (GST), 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.

E-Invoicing under GST is being implementing w.e.f. 01.08.2023 for all the taxable persons (suppliers/vendors etc.) having turnover more than **Rs. 5 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.

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.

As per Notification No. 17/2022 & 10/2023-Central Tax issued by CBIC| Dated: 10th May 2023, for "mandatory declaration on the invoice" for such taxpayers who are not mandated to generate e-invoice/IRN although having aggregate turnover exceeding **₹5 crores** in any of the FY from 2017-18 and onwards. 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."

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.

5. **PROHIBITION OF SUB-LETTING**

Transporter is not allowed to pass the responsibilities connected with the transportation to another agencies / transporters. Under no circumstances, after entering into Contract, the bidder would be permitted to arrange transport of consignments, entrusted to him, through another transporter except with the written permission of BHEL. However, hiring of vehicles and services from other agencies / transporters is permitted but the onus of safe and timely transportation of the consignment rests with the bidder. Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and forfeiture of security deposit.

6. TENURE, EXTENSION & TERMINATION OF CONTRACT

- i. Contract shall be valid till safe delivery of all packages.
- ii. BHEL may enter into parallel Contract simultaneously with any other Contractor/ Transporter as may be deemed fit at any time during the period of Contract in the interest of the work for any or all the stations and for any or all the categories.
- iii. BHEL reserves the right either to short close or terminate the contract entered into with any or all of the transporters without assigning any reason by giving one month notice by registered post acknowledgement or in person under acknowledgement.
- iv. If transporter fails or neglects or refuses to observe / perform any of the terms and conditions / obligation under the contract, BHEL may without prejudice to any other rights terminate the contract by giving one month notice in writing and recover damages suffered by it from the transporter if any on account of the failure, negligence, refusal, violation or breach of the contract or any part thereof including amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- v. The transporter must ensure that they are IBA approved transporters throughout the contract period. If at any point of time during contract period, it is found that valid IBA certificate is not available, the transporter will not be allocated any load till they submit the valid IBA certificate. During this period, if alternate arrangement need to be made by the way of risk purchase, the extra cost incurred through risk purchase shall be recovered from defaulter transporter.
- vi. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

7. PENALTY FOR LATE PLACEMENT OF VEHICLES / REFUSAL FOR PLACEMENT:

- i. Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/Site Office in the form of letter/email or any other mode of communication, the vehicles will have to be placed by the Transporter within stipulated period.
- ii. 02 days shall be provided for placement of vehicle(s) after requisition for the same is given to the bidder. For delay in placement of vehicle(s) after 02 days, the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles @ Rs. 2500/- per day per vehicle.

For example: If vehicle is required to be placed on 10th of October (as per requisition) however, transporter places it on 13th of October. In this case, delay in placement of 01 day shall be considered.

- iii. However maximum penalty on account of late placement of vehicle shall be limited to 30% of the gross freight.
- iv. In case BHEL demands placement of vehicles even on Sundays or Holidays, the transporter has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.
- v. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.
- vi. No late placement penalty to be levied on Sundays/ Holidays (BHEL Haridwar). If maximum allowable period falls on Sunday/ Holiday, then that Sunday/ Holiday will not be counted for penalty for late placement. However, If BHEL requests and allows the vehicle to be placed on a Sunday/ Holiday, then that Sunday/ Holiday will also be counted.

NON-PLACEMENT / REFUSAL

- a) In case of Non placement/ refusal of transportation work, the work shall be allotted to contract participated other transporter at BHEL discretion (i.e. may also allot to lower ranking transporter) and additional expenditure (including consequential cost, if any) will be recovered from original/ defaulting allottee only.

The additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted Carriers/transporters. The decision of BHEL with regard to arriving at the cost of recovery from the Carriers shall be final and binding on the Carriers.

In case vehicle is not being placed through above arrangements, BHEL reserves the right to go for Risk Purchase Clause. In any circumstances, including situations warranting urgent booking or lifting of consignments, BHEL reserves the right to outright go for risk purchase clause.

- vii. In the event of refusal or failure of transporter to book the consignments offered to them, in addition to above penalty, BHEL may exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers, on Risk and Cost to defaulting transporter under 'Risk Purchase' clause.
- viii. Further, BHEL reserves the right to take suitable action against any defaulter transporter in addition to above penalty.

8. **ARBITRATION:**

- i. If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the bidders/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 or its amendment or reenactment. The award of the arbitrator shall be final and binding on both parties.
- ii. 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.
- iii. The place of Arbitration will be Haridwar.

9. **JURISDICTION**

In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Haridwar only shall have jurisdiction.

10. **INDEMNITY**

- i. The Transporter shall indemnify the company against all losses, claims etc. arising out of any of his acts or out of the acts of his servants or agents.
- ii. 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/ports.
- iii. 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.
- iv. The transporters, approved and operating under this rate contract, 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.

13. **Conflict of Interest:**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti- competitive practices to the detriment of Procuring Entity's interests. The bidder, found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

14. **Breach of Contract:** In case of breach of contract, 10% of contract value shall be recovered from Transporter and other penalties/ actions as mentioned in Terms & Conditions may be taken against Transporter. This recovery shall be made through encashing submitted Performance Bank Guarantee and from other financial remedies (i.e. available bills of the Transporter, retention amount, etc. with BHEL) or legal remedies will be pursued.

15. **BANNED FIRMS:** The offers of the bidders who are on the debarred list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

15.1 Integrity commitment, performance of the contract and punitive action thereof:

15.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

15.2 Commitment by Bidder/ Supplier/ Contractor:

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

15.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

15.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

16. All restrictions/ provisions under **Rule no.144 (xi)** of the **General Finance Rule (GFR)** i.e. procurement from bidders representing countries sharing land borders with India, Public Procurement shall be applicable as per

order no. F.No..7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure (DoE) (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>).

(a) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. The requirement of registration has been applicable since 23.07.2020. Competent Authority for registration is specified in Annexure-I of DoE Order. (ref Clause 2 of DoE Order)

(b) The definition of bidder (or entity) from a country which shares a land border with India is mentioned at clause 12 of DoE Order.

(c) Beneficial owner for the purposes of para 12 (d) is mentioned at clause 13 of DoE Order .

(d) The definition of 'Agent' for the purposes of para 12 (e) is mentioned at Clause 14 of the DoE Order. However, a bidder who only procures raw materials, components etc. from an entity from a country which shares land border with India and then manufactures or converts them into other goods, will not be treated as an Agent. (ref Note (ii) of clause 14 (Definition of Agent))

(e) As per clause 17 of DoE Order i.e. Sub-contracting in Works contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. As per Note mentioned in the DoE Order, procurement of raw material, components, etc. does not constitute sub-contracting.

BHEL/HWR/CDX/ENQ/2324-005

ANNEXURE- C

TECHNICAL BID – PART-I : SPECIAL TERMS AND CONDITIONS

1. RUNNING TIME AND PENALTY ON LATE DELIVERY:

- 1.1 Prompt delivery of the consignments is of prime importance. Penalty will be levied for delay in delivery of consignments. **BHEL approved distance from Haridwar to Patratu Thermal Power Plant is 1239 Kms.** The time limit for delivering the consignments at Patratu site is **11 days excluding the 'day exit at Haridwar' and 'Day of Entry at Patratu. 02 days of grace period is permitted over and above these 11 days.**
- 1.2 If the consignments are not delivered within the normal transit time as above plus 2 days of 'grace time', excluding the **Date of Exit** (i.e. Gate Pass date) and **Vehicle Reaching Date** (at destination), penalty at the rate of 2/7% of fixed freight (as per award letter) per day for the particular vehicle will be levied on the transporter subject to maximum of 30% of the fixed freight. However, If Consignment was booked against consignee copy(CC) the transporter should inform CDX through email regarding the reach of material/consignment at nearest Godown with supporting report of GPS/Tracking with email as a proof. The transit time between reach date at nearest Godown and receiving of CC by transporter will not be consider for calculation of transit time and hence calculation.
- 1.3 If due date of delivery falls on Sunday or holiday, the consignment shall be delivered on next working day & no penalty shall be levied to extent of the Sunday / Holiday. However, if the penalty works out to be less than Rs.10/- then the same shall not be charged.
- 1.4 The transporter shall ensure delivery of material within 48 Hrs. against all GRs received in Shipping Section after retirement. In case the delivery of such consignments is delayed and the case becomes time barred for claim purposes, the whole responsibility will be of transporter.

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

- 2.1 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.
- 2.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time 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.
- 2.3 The Contractor 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.
- 2.4 Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.

3. ESCORT/ TRACKING OF VEHICLE

- Where 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.
- Transporters shall be bound to report movement / progress of all consignments, at regular intervals, through electronic communication systems such as - Fax, Mobile telephony / STD phones / Roaming cell phones, e-mail, web based monitoring system or any other mode desired by BHEL.
- Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall give status on e-mail / phone of urgent and critical items to BHEL on daily basis.

4. CONSIGNMENT WEIGHT / MEASUREMENTS

- Up to a difference of 5% between the Invoice and actual weight, there will be no claim on freight from either side. Shortage/ damages certificates shall however be provided by the transporter. Weight of BHEL Weigh Bridge will be acceptable. The above said tolerance is not applicable for Sub-Contracting related dispatches and payment of freight will be on actual weight basis.
- The verification of weight of incoming consignments with gross weight above 80 MT (weight of consignment plus vehicle) which is beyond weigh bridge capacity or weigh bridge is under break down, the weight shall be verified on calculation basis viz. volume X density (Density of mild steel is taken as 7.85 gm/cm³ which is universally acceptable) or weight verified on the basis of design weight as applicable. The weight also appears on SRVs.
- For dispatches from BHEL Haridwar, of finished goods the documentation, invoicing, dispatch, planning & actual dispatch is done on the basis of weight appearing on packing list fed in system by Design / Shop planning. This weight appearing on Packing List is the basis of freight payment and no actual weighment is done / possible.
- In case there is a representation by transporter regarding variation in weight mentioned in the packing list and actual weighment got done by transporter, this claim for change in weight shall be accepted only if the representation is supported by document of weighment of consignment done at BHEL/customer weigh bridge. This document shall be countersigned by the executive of BHEL. In case of HEEP's weigh-bridge, CSX's executive shall countersign the weighment slip or customer representative not below the rank of Executive Engineer. RC Book will also be produced if required for verification of tare weight. It shall be acceptable to both sides (Consignor / Consignee) for payment of freight charges.
- Weight of accessories which may be used by transport such as spreader beam etc. will be extra & not be considered for freight billing purpose. Any expenses on this account are to be included in the cost of transportation quoted by transporter.

5. DELIVERY & ACKNOWLEDGEMENT

- It is the responsibility of the transporters to obtain proper acknowledgement on the transporter copy of all GR's when materials are delivered as per Terms & conditions. In all cases where proper acknowledgement is not obtained from the consignee for the full quantity of material delivered, the transporter will be fully responsible for value of such consignments not delivered either in part or full and the cost will be recovered from the transporter. Cost of the consignments not delivered partly or fully will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of materials.
- The consignee copy of the LR shall be surrendered by BHEL/Customer only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL and no other miscellaneous charges will be paid against such consignments.
- In case of any damage to the consignment in transit, open delivery certificate and Joint Inspection Memo [JIM] whenever so called for by BHEL / Consignee, shall be adhered to by the transporter.
- The transporter will be bound to accept letters / notices / claims from BHEL / Insurance Co. in accordance with the provision of the Insurance Act.
- For all outgoing material, the transporter shall accept different packages for transportation in a single vehicle and for delivery at more than one point at the same destination/station. Even in cases where transporter does not have his branch office or delivery point in India, all consignments either in part loads or full loads shall be accepted by the transporter for transportation and delivery at the said points. Similarly, transporter shall arrange for collection of material from any such points and deliver at any other points as required by BHEL. As far as possible there will not be more than two delivery points at Delhi and in case it exceeds, then Rs.250/- per point extra will be paid over and above the basic freight.
- In case of freight "To Pay" consignments (including those dispatched from BHEL Haridwar) the transporter will submit the proof of delivery within 30 days of date of dispatch/GR.

6. DEMURRAGE

No material belonging to BHEL will be auctioned by transporters where customer has defaulted in taking delivery. The transporter shall store safely all such consignments. The transporter will inform BHEL under Registered Post and ask for instruction in the matter. These cases should be followed up personally by the Local Branch Manager of the transporter. The matter should also be followed up with the consignee by the transporter. "No demurrage, wharfage, ground rent, godown rent is payable to the transporter under any circumstances for any consignment of BHEL / Supplier anywhere in India. This is applicable for all transporters under BHEL rate contract irrespective of whether

one has entered in to contract for one group or more. If transporter's godown or site offices demand demurrage charges from sites / consignee the same will be charge back to the transporters with 50% additional loading on them.

7. FREIGHT RATES

The freight rates quoted by bidders for a particular vehicle should be inclusive of all other charges like ODC Challans, Levies/ Octroi charges, Hamali charges, Labour charges, Statistical charges, Surcharges, Goods tax etc. and no extra claim whatsoever shall arise on any account over and above accepted rates during the currency of contract will be entertained. However, any taxes / duties other than above if levied by Government shall be paid extra as applicable.

8. TRANS-SHIPMENT

- Transshipment is strictly prohibited.
- Only in exceptional circumstances, when it is inevitable due to breakdown, accident etc. en-route, the same can be allowed only with prior permission of BHEL executive not below the rank of DGM.
- In such cases, anywhere en route, transporter has to comply following before proceeding for further journey:-
 - Transporter has to inform BHEL of such an event immediately in writing, mentioning the circumstances necessitating the transshipment.
 - Transporter will submit self-attested (signed and stamped) copy of RC of vehicle would be deployed, to BHEL.
 - Transporter shall ensure that the same or higher category of the vehicle is placed.
 - Transporter will take prior permission of BHEL as mentioned above.
 - Failing to above points, freight payment will be restricted to actual weight subject to safe delivery of consignment(s); and penalty of 5% of the gross freight amount will be levied.
- In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- For all transshipments, detailed information to be furnished by the transporter to BHEL. Cost to BHEL, if any, owing to damage to the consignment due to transshipment shall be recovered from the transporter.
- Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety.

9. VEHICLE PLACEMENT SCHEDULE

Vehicle for loading with suitable slings / chains, "D" shackles, clamps etc. will be placed at loading point on required dates. Dates for placement of vehicle shall be informed to successful bidders from time to time.

In case BHEL demands placement of the vehicle even on Sundays or Holidays, the transporter has to provide vehicle on required date and the same shall be accounted for deciding the delay in placement of vehicle.

10. DELIVERY OF DOCUMENTS TO CONSIGNEE

The transporter will also deliver the documents given by the BHEL / Supplier / Sub-Contractor / Customer like SMIV, "Duplicate Copy of Transporter" Invoice, TC, Drawing, Packing List, Challan etc. to the consignee.

11. VEHICLE CATEGORISATION

In case transporter carries higher capacity consignments in lower capacity of vehicles, the freight will be calculated as minimum of the freight applicable for the two vehicle capacities. **It is the responsibility of the transporter to ensure loading of vehicle within their registered capacity and its dimensions.**

12. DETENTION CHARGES

The detention charges shall be payable @ **Rs. 2500/-** per vehicle per day, detention charges shall be on each occasion subject to detention of vehicle in plant/port/site beyond a period defined as given below:-

Day of entry, day of exit, Sunday and Holiday as per BHEL Haridwar shall be exclude from total detention period.

However, in such cases transporter will have to submit proof of entry and exit day of vehicle in the plant/port/site.

Immediately on reaching the site, transporter shall have to inform the reaching/site entry date. In case they are not allowed inside the site/works, then they will inform through email, and, GPS data shall be provided by the transporter.

In case no representation is made by the site personnel, the case shall be evaluated based on the claim on case to case basis by competent authority of BHEL (DGM or above). The decision of BHEL in this regard shall be final. Total detention charges shall be limited to 50% of the basic freight. An approval from BHEL shall be obtained for payment of detention charges more than 50% of the basic freight in exceptional cases.

Regarding detention of vehicles of transporters carrying export consignments at Octroi/Naka etc. and since the Octroi is exempted for export goods, the necessary formalities/clearance etc. at Octroi/Naka etc. are done by BHEL ROD, Mumbai. Therefore, any detention in clearance is BHEL responsibility. Thus the provision of non-payment of detention charges at Octroi / Naka is not applicable in these cases.

Moreover, due to any problem at any Port including non-availability of ship in time, the vehicles if detained by BHEL ROD at port, payment of detention charges at Octroi/Naka/Port and non-recovery of LD for the corresponding period of detention shall be applicable in such cases. For this the date of arrival at Octroi Naka will be accepted as date of arrival at destination. The stamp / endorsement of Octroi / Naka or verification by any BHEL official will be treated as proof for this purpose. Further the vehicle detention charges will be paid as per contract till date of release of vehicle as per acknowledgement by ROD.

13. **MISCELLANEOUS**

Any changes in Motor Vehicle Act announced by Govt. of India, Ministry of Surface & Transport from time to time will be applicable and the same shall be binding both on BHEL & transporters. Additional financial burden if any on transporter will be decided mutually.

14. Under ISO-14001 and ISO-18001 obligations for Environmental Safety and Occupational Health Safety, the necessary instructions shall be followed viz-a-viz:-
 - (a) Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipment.
 - (b) Class labels are required to be displayed on vehicles carrying hazardous substances. Vehicles shall carry material safety data sheet (MSDS).
 - (c) Carriages carrying hazardous goods shall be legibly marked with Emergency Information Panel.
 - (d) Driver is to be instructed about the risks and precautions involved with the carriage of hazardous goods.
 - (e) Driver shall report to the nearest police station about accident, if it takes place during transportation. He shall also inform the consignor/consignee immediately.
 - (f) Safety requirement during external (outside BHEL Haridwar premises) transportation also.
15. As per section 194-C of Income-Tax act, Tax deductions at source will be done from payments of Transporters or Sub-Contractors.
16. Freight confirmation letter will be issued at the time of booking/lifting of material by the concerned departments for To-pay GRs wherever required.
17. However, the transporter will submit the photocopy of material acknowledgement taken from consignee duly certified by him within two weeks of date of delivery. In case these are not submitted regularly in time then further FCL (Freight Confirmation Letter) will be issued only after submission of acknowledgements instead of at the time of booking.
18. **Transporter shall be fully responsible for safe movement of his vehicles**, follow of State laws and any dispute that may arise on account of his vehicle. Branch Manager or his authorised representative should be present at the time of loading of all consignments. The transporter will ensure proper loading including lashing of packages, satisfy himself with their condition at the time of booking and issue of GR. Transporters will ensure proper fastening of consignments with suitable slings/chains, D-shackles, clamps etc with Trailers before movement of vehicle from the loading point. Transporters will also check conditions of lashing/packing, welding of stoppers with Trailers periodically and shall arrange proper rectifications whenever required during movement of vehicle.
19. Freight Bills should accompany invariably with original acknowledgement on GR otherwise same may not be verified.
20. The Transporters should give daily feedback on movement/delivery of urgent/full truck/Trailer consignments. It will be desirable that the transporters have their vehicles equipped with high automation communication system. This will help in getting fast & accurate information about the vehicle location/delivery of consignment.
21. Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material may be rebooked by transporter to consignor on "Freight To Pay" basis without waiting for instructions. In such cases the liability for to and fro freight will rest with BHEL. No charges will be paid towards demurrage.

22. The transporter will be given a standard GR format by BHEL, in A4 size for outward consignment sent from Haridwar and same format is to be utilized by transporters for their GRs.

23. CLUBBING OF MATERIAL

- Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No freight payment will be released for such cases.

24. RESCUE OPERATION

Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Cost of rescue operations will be reimbursed to transporter only on and to the extent, the same are paid by the underwriter to BHEL.

25. RISK PURCHASE:

In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations, either the whole of the contract or any part, including non-lifting of consignment(s) as per Contract / Agreement, BHEL has the right to terminate the contract and may entrust the job to an alternate Transport Carrier and get it completed to meet BHEL requirement, at the risk and cost of the defaulted contractor. The contractor shall be liable for the additional expenditure/difference in Cost along with applicable overheads, GST, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract.

Freight Bill Performa**TENDER NO. : BHEL/HWR/CDX/ENQ/2324-005**

Bill No. _____

Name of Transporter. _____

Pan Number. _____

Bill Date. _____

Full Address. _____

GST Regn. Code. _____

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

We hereby submit our Bill for Transportation of your goods.

Sl.	Requisition No. & TC No. & Dates	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment Category	Freight charges	Variation due to Diesel	ODC/Other Cahrges	Total	WO No. & Date	Vehicle No.	Remarks

Total amount in words _____

We M/s confirm that we are not taking tax credit of input/capital good tax for rendering such services GST paid under reverse charge mechanism paid by the consignor/consignee.

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

Special Instructions for Submission of Bills

Requirement of RC:

Transporter has to submit permanent vehicle registration certificate (RC) with valid fitness certificate at the time of placement of vehicle. Temporary registration certificate shall not be considered & freight bill will not be passed based on temporary RC.

The Following Information Should be Incorporated in the Bill (To be submitted in 4 copies):

Tender No., TC No. & Date, (if applicable) Requisition No. & Date, GR No. & Date, Package No. & Work Order No., Consignor and consignee addresses, GST Details of both BHEL & transporter, Transporter Details, Vehicle No., Rates per MT per KM, Diesel Escalation Rate, Basic & Total Freight.

Supporting Documents to be submitted along with the Bill:

Original GR with 02 Photo Copies (Self Attested), Vehicle Requisition - 2 Copies, Loading Plan, Gate Pass, Vehicle RC Copy [(Clearly mentioning Load Capacity of Vehicle (self-Attested)], Transshipment Approval (If Applicable), Under Load approval (If Applicable), Delay Approval (If Applicable).

Information Required on Receipt of GR to be Clearly Mentioned:

No. Of Packages Delivered, Vehicle No., Site Name, Stamp of Site to be endorsed, Reporting Date and Unloading Date, If some packages are Damaged then Damage Certificate (ODC) to be attached.

ANNEXURE- E**PRICE BID SCHEDULES (For Sample Purpose Only)****Annexure-E, Bill of quantity / Schedule of rates**

- **Bidders need to submit Price Bid in prescribed format of on GeM portal.**

Note:

1. Bidder has to necessarily quote rates for transportation of all 04 packages, failing which complete offer Bid for this group will be ignored.
2. The Bidder is at liberty to plan & prepare loading plan at their end and to transport all 04 packages accordingly. (The type of vehicle & No. of vehicles had to be planned by the bidder and total cost of transportation had to be quoted on GeM inclusive of all expenses, whatsoever. However, breakdown of the loading plans and cost of each vehicle had to be communicated to BHEL separately for accountability/ billing and subsequent payment of the freight).
3. The Quoted Rates shall be FIXED RATES and shall include all expenses, whatsoever.

Price-Bid: Format (Sample)

BHEL approved distance from Haridwar to Patratu Thermal Power Project Site = 1239 Kms

Package No.	Description	DIMENSION (MM)	GRO WT (Kgs)	Fixed transportation cost for all 04 packages (inclusive of all incidentals except GST), in Rs.	
				In figures	In words
#1	Condensate Tank Assembly	6100*5900*3500	11923		
#2	Condensate Tank Assembly	6000*5900*3500	10546		
#3	Condensate Tank Assembly	6000X5900X2414	8104		
#4	Condensate Tank Assembly	6100X5900X2897	10690		
Total value for transportation of 04 Nos. of Packages					
				GST Rate in %	
Total value for transportation of 04 Nos. of Packages				Including GST	

Self-Certification Affidavit

(To be executed on non-judicial stamp paper worth ₹ 100/-)

To,
AGM (CDX), HEEP, BHEL HARIDWAR

1. We_____ (IBA Code____) have read the Tender terms & conditions' of tender no. BHEL/HWR/CDX/ENQ/2223-005 Dt 04/11/2023 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep validity of price for a period of 120 days from the date of opening the same.
3. The full value of PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
4. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
5. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
6. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
7. We (Name 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 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 either directly or indirectly through any other agency 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,
 - o BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - o 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.
8. Verified and signed today, the__(Day) of __ (Month) (Year) at (Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:**(Signature of the bidder affixing official stamp)****Complete Address of the Bidder:****Name & Designation****Contact details:****Name & Address of witnesses:****Witness 1:****Witness 2:**

Notice of Damage/Shortage/Loss/Discrepancy to consignment on delivery

(to be furnished invariably by the transporter immediately on receipt of intimation by them in duplicate under acknowledgement and the acknowledged copy to be submitted on 'freight billing')

The consignment as under is reported to have delivered in shortage/ damaged/ discrepancy condition as per acknowledgement obtained from Consignee overleaf the L/R.

Consignment Note (L/R) No

Freight Bill No.

Despatch Advice Note No.

Work Order No. Freight charges: (Rs)

Consignee Destination:

Particulars of damage/shortage/discrepancy reproduced as reported:

1. **We** accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. **We** undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. **We** have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part proportionate to the loss/damage as applicable from our running bills.
4. **We** shall not indulge in any defense of whatsoever nature on this matter.
5. This is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit.

Encl: Copy of FIR lodged, Comments/Remarks of Consignee, Received L/R copy, Insurance Survey/Damage Report.

[Please ✓ mark]

Date: _____ (Authorized signatory of the transporter affixing the Company Seal)

(For endorsement by concerned Commercial Group)

BANK GUARANTEE BOND

BG against agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2324-005. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar 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.