

Ref: BHEL/HWR/CDX/ENQ/2425-001

Date: 24/04/2024

Dear Sir,

Subject: Transportation of ODC consignment (Turbine Bearing) from Raghunathpur site to BHEL Haridwar and sending back from BHEL Haridwar to Raghunathpur Site on Point-to-Point Basis.

1. Online Tenders under two-part bid system are invited from reputed, IBA approved, financially sound transport contractors who are experienced in transportation of heavy ODC/OWC either through road for the award of contracts for transportation of heavy lift consignment. Consignment (indicating weight and dimensions) mentioned in Annexure-B is to be dispatched as per the indicated tentative dispatch schedule and other details.
2. Those bidders who fully meet our Pre-Qualification Requirements (SECTION-I of Annexure-A) and technical Requirements will be qualified for price bid evaluation. Please submit your quotation for transportation of the consignments by Hydraulic Trailers/Barges/Ships along with duly signed copy of this tender indicating acceptance of its terms & conditions.
3. Please submit your quotation for transportation of consignment as per Annexure-B, by suitable vehicle (Hydraulic Trailers) along with duly signed Terms & Conditions (Annexure – A, B, C, D, E, F, G, H, I, J, L, M & N enclosed).
4. EMD is not mandatory for this tender enquiry.
5. Any revision in tender, due date of submission/opening or corrigendum, if any, shall be hosted on website(s) only.
6. Bidder shall ensure that all the documents submitted to be numbered serially. Bidders must ensure that relevant documents are only attached with the offer.

Thanking you,

Yours faithfully,
Manager (CDX)
For & on behalf of BHEL Haridwar

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

TERMS & CONDITIONS

Quotations are invited from bidders for Transportation of ODC Consignment (Turbine Bearing) from Raghunathpur Project site to BHEL, Haridwar and sending back from BHEL Haridwar to Raghunathpur Site.

A Bidder can only quote for Road Transportation based on his assessment and route survey for safe transportation of the consignment using configuration and combination of axle/equipment of their preference. Bidders submitting offer for both the options (Road as well as Multi Modal) will be disqualified. The option i.e. road once selected during bidding cannot be altered during the execution of contract.

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

Section-1**1. Pre-qualification requirements:**

- 1.1) The Bidder alone or jointly with his associate should own minimum of 36 No's of Hydraulic axles registered with capacity of 18 MT or more per axle. Out of these 36 axles minimum 18 axles should be owned by Bidder alone.

S. No.	Documents	Submitted(Y/N)
1	List of Hydraulic Axles (<u>As per Annexure-H</u>)	
2	Notarized Copies of Registration Certificate (RC)	
3	Notarized Copies valid insurance policy	
4	Notarized Copies of valid Fitness Certificate	
5.	Notarized copy of Original Equipment Manufacturer (OEM)/Notarized Copies of Gazette Notification mentioning the load carrying capacity of the quoted hydraulic axles.	

- 1.2) The Bidder / alone or jointly with his associate should own at least Three Prime movers of more than 350 HP. Out of these three prime movers minimum one prime mover should be of capacity more than 480 HP. The Bidder should own at least one prime mover of capacity 480 HP or more.

S. No.	Documents	Submitted(Y/N)
1	List of prime movers (<u>As per Annexure-G</u>)	
2	Notarized Copies of Registration Certificate (RC)	
3	Notarized Copies valid insurance policy	
4	Notarized Copies of valid Fitness Certificate	

Note: The bidder has to give an undertaking as per **Annexure-D** that they will be able to place suitable number of axles & pullers of required capacity to lift the consignments within the notice period. Ownership of axles/pullers/Girder Bridge should be either in the name of proprietor, partner or director of sole proprietorship, partnership, company respectively.

The fitness certificates of axles, prime movers etc. deployed by the successful bidder should be valid/kept validated during the entire execution period i.e. delivery period quoted plus 2 months' grace period to cover any delay.

1.3) **EXPIERENCE**

Bidder alone (excluding any Associates) should have successfully transported minimum 1 heavy lift single piece consignment not less than 80 MT in INDIA by road of minimum road distance of at least 200 kilometers during last seven years ending last day of month previous to the one in which applications are invited.

S. No.	Documents	Submitted(Y/N)
1	Copies of Award of work OR Contract agreement	
2	Work Completion Certificate issued by Customer in the name of Bidder OR GR-LR copies issued by the Bidder (duly acknowledged by customer) indicating consignment weight, origin and destination of the consignment.	
3	Customer name with address, e-mail and phone number of the concerned official for our reference.	

1.4) **Annual Turnover:** The average annual turnover of the bidder should be at least Rs. 16.60 Lakhs in the last three financial years i.e. FY 2020-21, FY 2021-22 & FY 2022-23, and Bidder should possess positive **net worth** as on last date of previous financial year (31.03.2023).

S. No.	Documents	Submitted(Y/N)
1	Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant for last three financial years (FY 2020-21, FY 2021-22 & FY 2022-23). In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies (<u>Reconcile with ITR</u>) of Balance Sheet, Profit & Loss account	
2	ITR (Income Tax Returns) for the last three financial years FY2020-21, FY 2021-22 & FY 2022-23) to be submitted.	
3	Separate sheet to be enclosed for last three financial years (FY2020-21, FY 2021-22 & FY 2022-23) as per the appended table or in each of the year after incorporation of the company (whichever is less), duly certified by Chartered Accountant/Self (if audit not required).	

Appended table

Years	Annual Turnover
2020-21	
2021-22	
2022-23	

1.5) **IBA RECOMMENDATION:** Bidder should have an IBA recommendation valid on the date of opening of techno- commercial bid and shall also ensure that the same is valid throughout the currency of the contract.

Documents to be submitted: Notarized copy of IBA recommendation.

SECTION-II

2. The bids shall be submitted in two parts: (a) Techno-Commercial bid (part-I) and (b) Price bid (part-II).
3. The Techno-Commercial bid cover shall be submitted online and super scribed with "**Techno Commercial Bid for Transportation of ODC Consignment (Turbine Bearing) from Raghunathpur to BHEL Haridwar and sending back from BHEL Haridwar to Raghunathpur Site: Tender Ref. BHEL/HWR/CDX/ENQ/2425-001**" and shall contain following **mandatory requirements**: -
 - a) Confirmation of meeting Pre-Qualification Requirements by enclosing, duly filled in section-1 of terms and conditions.
 - b) All the supporting documents for Pre-Qualification requirements mentioned in SECTION-I of Annexure-A as above (No originals to be enclosed).
 - c) Duly signed & stamped copy of **Tender document** and other enclosures i.e. all pages of their offer.
 - (d) **Route details** - Duly filled, signed & stamped as per format prescribed in Annexure-L.
 - (e) **Transit time in days** - Duly filled, signed & stamped as per format prescribed in Annexure-M.
 - (f) **Un priced** price bid (Annexure-C).
 - (g) Duly signed & stamped **Annexure-D on your letter head**.
 - (h) Duly filled signed & Stamped Annexure-N.
 - (i) Proof for evidencing the authority of person signing the quotation. (Relevant extracts of AOA and/or MOA and /or copies of Board Resolution, Notarized copy of Power of Attorney/Partnership Deed etc. as applicable).

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

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

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

4. **(a) 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.

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

Documents to be submitted for bidder & associates:

- (i) Document evidencing registration of the entity/entities.
- (ii) PAN Card
- (iii) GST Registration No.

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

- 6.1) Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.
- 6.2) Details/particulars of Partners/Proprietors/Directors of bidder/such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.

Documents to be submitted:

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

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

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

Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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

- a) Any Bidder can bid independently and also be associate to one or more bidders. In case of associate, bidder shall ensure to submit the Bank Guarantee/Security Deposit for 1 % of the contract value from their associate in addition to 5 % Bank Guarantee/Security Deposit to be submitted by bidder directly.
- b) Bidder should necessarily comply with criteria listed under serial number 5 &6 of Section-II & 1.5, 1.6 and at least one criterion 1.4 of Section-I of Annexure-A.
- c) Associates chosen by Bidder should comply with criteria under serial number 5 of Section-II.

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

8. **BANKER'S CERTIFICATE:** Bankers Solvency Certificate/Undertaking is to be submitted for a minimum of Rs. 2 Crore. **(Certificate should be issued not more than six months before the date of enquiry).**

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

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

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

Price bid cover shall super scribe with **"Price Bid for Transportation of ODC Consignment (Turbine Bearing) from Raghunathpur Project Site to BHEL, Haridwar and sending back from BHEL Haridwar to Raghunathpur Site: Tender Ref. BHEL/HWR/CDX/ENQ/2425-001."** and shall contain duly filled price bid format for as per Annexure-C (attached).

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

- a. If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.
 - b. Bidders shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
 - c. All entries in the tender shall either be typed or be in ink. Erasers, cutting and overwriting are not permitted and may render such tender liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.
 - d. In case of discrepancy in quoted rates following will be applicable.
 - i. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; accordingly, and,
 - ii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and above.
10. Both the above two covers i.e. Part-1 Technical bid and Part-2 Price bid shall be kept separately. The cover shall be super scribed with **“Quotation for Transportation of ODC Consignment from Raghunathpur site to BHEL Haridwar and sending back from BHEL Haridwar to Raghunathpur Site: Tender Ref. BHEL/HWR/CDX/ENQ/2425-001 Dated 24/04/2024 and Tender due date 01/05/2024.** These covers i.e., (1) Techno-Commercial bid and (2) Price Bid shall be submitted online at [GeM portal \(https://gem.gov.in/\)](https://gem.gov.in/) before 01/05/2024 time as given in NIT. **Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.**
11. The Techno-Commercial bid shall be opened on the same day i.e. bid submission due date. The price bid of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.
12. **Earnest Money Deposit (EMD):** EMD is exempted for this tender enquiry.

Financial Terms & Conditions

13. **PAYMENT:** Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within the period as given in below table from the date of presentation of the bill in triplicate along with non-discrepant documents duly supported by the acknowledgment of the consignee on the GR/LR copy having delivered the consignment in good condition. Freight bills shall be submitted in Performa attached at Annexure-E.

Type of bidders	Payment Terms (No. of Days)
Micro & Small Enterprises (MSE)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

There will be no payment due on this contract until the safe delivery of complete consignment at the destined project site. In case of any damage to consignment no payment will be admissible, irrespective of whether any insurance claim is realized or, not.

14. **Taxes and Duty:**

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

The bidder to provide status under Goods and Service Tax (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. GST shall be reimbursed as per actual, after showing/available on GST portal.

14.2 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.

14.3 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.

14.4 CBIC has issued Notification No. 17/2022 & 10/2023-Central Tax | 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."

15. LATE PLACEMENT/ DEMURRAGES / PENALTY AND RECOVERIES:

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

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

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

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

Late placement charges in Rs. Per day
12,000/-

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

The exit timings shall be generally up to 5:00 PM on working days. Late placement charges shall be recovered from transporter's freight bills &/or SD submitted at any unit of BHEL.

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

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

17. TRANSIT TIME & PENALTY FOR LATE DELIVERY:

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

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

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

18. DETENTION CHARGES:

- 18.1) Detention charges shall be payable to transporter, as under:
- At loading point for first seven (7) days from date of reporting (from requisition date if placement date is earlier): Nil.
 - After 7 days the rate of detention charges will be Rs. 12,000/- per day.
 - At unloading point for first seven (7) days from the date of reporting/date of entry at site: NIL.
 - After 7 days the rate of detention charges will be Rs. 12,000/- per day.
 - Reporting should be certified by the BHEL executive at the site/unit/customer. No detention charges, whatsoever shall be payable if the responsibility for detention rests with the transporter and the site/unit is ready to receive/load the goods.
- 18.2) The period of detention shall be certified by the consignor/Customer/Site-In-charge/Product Commercial/concerned RODs. Total detention Charges for both loading and unloading points taking together under clause 19.1 above **shall not exceed 15% of the gross basic freight.**
- 18.3) If any Hydraulic Trailer is placed at BHEL after given requisition and if due to some reason, vehicle is not actually loaded and returned back, detention charges will be paid at same rate as mentioned above in clause 19.1 (b), for each additional day after placement date subject to maximum of 10% of the gross basic freight.

General Terms and Conditions

19. BHEL RESERVES THE RIGHT TO: -

- Accept or reject any of the bid/all bid or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 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.
- Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.

- 19.4) BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one-month notice by registered post acknowledgement due or in person under recorded delivery.
- 19.5) In case BHEL decides to send the consignment by Railways, then the road contract shall be cancelled and in such a case BHEL will not be liable for any cost or commitment made by the bidder.
20. Non-compliance of BHEL's terms and conditions/conditional offer on the part of bidder will result in his offer liable to be rejected. Offers of such bidders, who have underperformed in the earlier tenders of BHEL Hardwar, are also liable to be rejected.
- 21.1 For closing of contract on GeM portal, Transporter has to upload invoice on GeM portal also.
21. **REJECTION OF OFFERS:** All information furnished by the bidder is taken to be authentic for evaluation of tender. Any information found to be incorrect subsequently at any time, the offer shall be rejected and SD shall be forfeited and suitable disciplinary action shall be taken against the bidder.
22. **VALIDITY:** -
- 22.1) **Validity of Bid:** 120 days from the date of opening of the Technical Bid. The price bids of all items/consignment may be opened simultaneously or separately in parts with prior intimation to bidders.
- 22.2) **Validity of Contract for execution:** Once contract is awarded it shall be valid for a period of EIGHTEEN (18) Months for execution of the contract thereafter. BHEL reserves the right to extend the period of the contract for further period of SIX (6) months, on same rates, terms and conditions. The contract may further be extended beyond six months with mutual consent of BHEL and transporter.
23. **CONDITION / ROUTE SURVEY:** - The bidder shall conduct a **detailed route survey** identifying all obstacles including roads, bridges, etc. requiring strengthening, modification and construction of bypasses/approach roads etc. for safe transportation of the ODC consignment and submit a detailed route survey report. The route survey should, then be got certified by an IRDA approved surveyor / BHEL nominated Insurance agency by the bidder and to be submitted before loading of consignment. No separate charges shall be payable by BHEL for the same. Bidders may make their own assessment based on their route survey, and specify the route proposed for both i.e. road transportation and transportation along with the ports selected for Origin/discharge. No additional cost will be paid by BHEL for the same.

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

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

L1 bidder (being lowest) will be decided on the lowest-cost-to BHEL basis on the basis of base price for **Road Transportation, Marine transportation (if any) and Civil works (if any) taken together and quoted Transit time.**

The bidders having transit time in excess of **40 days** (for one side transportation, taken for just reference purpose or for uniform loading purpose) will be **loaded @Rs. 10,000/- per day for each excess day.** **Loading will be applicable only if Quoted Transit Time by bidder is greater than 40 days.**

Example of applying loading factor is given below for Clarification.

Bidder	Base Price for one side (Rs. in Lakhs)	Transit Time for one side quoted by	Loading for one side (Rs. in Lakhs)	Price for Evaluation (Rs. in Lakhs)	Status
	A	B	C	D=2x(A+C)	
X	10.00	48	0.80	21.60	L3
Y	8.10	35	0	16.20	L1
Z	7.00	52	1.20	16.40	L2

Price $D=2x(A+C)$ is for only evaluation purpose.

Transit time quoted in Part-1 cannot be changed during Price bidding or Reverse Auction.

- 24.1) Reverse Auction (RA) shall be conducted as per prevalent guidelines of GeM portal.
- 24.2) Reverse Auction (RA) shall be started with L1 value (with loading) received after evaluation. After completion of RA, if rates are acceptable by BHEL, award of work will be issued to the bidder at **base price with quoted transit time** received in price break-up sheet (as given in Annexure-C/ as uploaded on GeM).

The bidder has to quote rates including GST on GeM portal and price break up is to be submitted as per Annexure-C. However, the evaluation of bids shall be done on final price or cost to BHEL price including loading price and excluding GST. If price is acceptable by BHEL, award of work will be placed on base value and at quoted transit time for each side.

- 24.3) "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L1 will be decided by soliciting discounts from the respective L-1 bidders.
- 24.4) In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative (s).
- 24.5) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding".

25. If quoted rates are high, negotiations may be conducted with L-1 bidder. The **work shall be awarded to L1** (being lowest) at quoted/negotiated rates only.

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

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

The bidder shall submit the Security Deposit within 15 (fifteen) days from the award of contract or, before lifting of consignment whichever is earlier. In case of delay in submission of performance security, enhanced performance security which would include interest (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.

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

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

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

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

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

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

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

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

33. The cost of liaising and co-ordination with all concerned authorities will be to bidder's account.

34. Any non – specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.

35. Bidder should obtain all required clearances / permit from all Governmental / Non– Governmental authorities i.e. NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department, waterways authorities etc., including Private Parties / Persons for transportation of ODC through inland road transport route identified by the bidder. Bidder should also ensure that all taxes / Duties for Hydraulic Axles and Prime Movers are paid to the concerned State authorities.

36. Arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignment from weather / rain from receipt of cargo in BHEL to delivery of the same at site.

37. In case of mishap the bidder shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The bidder shall also coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner/Insurer.

38. At the time of execution of work, the construction of By-pass should be certified by competent authority before the movement through this by-pass and the same has to be submitted to BHEL.

39. 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.

40. OBSERVANCE OF LOCAL LAWS:

- a. The bidder shall comply with all Laws, Statutory Rules, and Regulations etc. including MoRTH guidelines (As applicable). The bidder shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
 - b. The bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges that may be levied on account of any of the operations connected with the execution of this contract and shall be to the account of the bidder.
 - c. The bidder shall be responsible for the proper behavior and observance of all regulations by the staff employed.
41. The weight and dimension of consignment, which is to be loaded at Site/BHEL is enclosed at Annexure-B. No claim on account of variation in weight & dimension of consignment will be entertained. Weight & dimensions of consignment given in BHEL Packing List shall be treated as final.
42. Bidder shall own all risks and responsibility from the time of Dispatch of consignment from site/BHEL plant till safe delivery at site/BHEL.
43. **Bidder shall submit (if requested by BHEL) the Daily Progress Report to BHEL Haridwar on emails vineet.k@bhel.in; akmahato@bhel.in and provide access to the GPS system deployed in the vehicle to BHEL Executive/Supervisor.**
44. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and owner from any liability on any account caused due to non-compliance of statutory, legal and safety norms of the Government of India or any of the State Governments.
45. Bidder shall use every reasonable means to prevent any of the highways, bridges, waterways, etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his barges / trailers and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges, waterways etc. for any damage caused by the breach thereof, the bidder shall be solely responsible.
46. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities. In the event of such occurrence, bidder shall be responsible for all penalties levied and shall pay from their own account.
47. The rates quoted shall be firm and valid during the execution of the contract period i.e. from the time of lifting the consignment from BHEL, works, until the same is delivered at the site and no claim whatsoever will be entertained arising out of change in route and related thereto. The rates quoted shall be inclusive of all taxes (except GST), surcharge, wharfage, hamali enroute, statistical charges, any readjustment, lashing, etc. GST if any shall be reimbursed on submission of documentary evidence. As the consignment are to

be loaded in port and directly from ship under the hook, wharfage charges (first time on arrival of consignment at Chennai port) at port shall be paid by BHEL. The rates shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings and also electrical shut down both on the road and at Railway Crossings, etc. Wherever required en-route and obtaining permissions for the same from the appropriate authorities. No extra claim what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.

48. To ensure safe transit, Spreader beams shall be deployed, if necessary. The prime mover, axles and tyres shall be in very good condition and as well road worthy and suitable for carrying the tender consignment. The trailers shall be equipped with adequate spares required for general usage during journey. Two qualified & experienced drivers, hydraulic power pack operator and required number of helpers/wiremen shall be made available with the vehicle. The credentials of the drivers have to be submitted before lifting the consignment and clearance has to be obtained from BHEL unit.
49. After award of the contract, bidder shall nominate one competent person to ensure proper coordination of logistics for the entire duration of each contract.
50. **GPS BASED VEHICLE TRACKING SYSTEM**: The Prime Mover shall be equipped with operational GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicle as required.
51. **INDEMNITY**: The bidder/transporter shall indemnify and keep indemnified BHEL all losses, claims, etc. arising out of any of his acts of his agents or associates or servants during the currency of each contract.
52. **Grace period of flat seven days will be allowed for the purpose of Late delivery penalty.**
53. All payments including any penalty, damages or compensations payable by the Transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.
54. **FORCE MAJEURE**: The following shall amount to force majeure conditions:
 - 54.1) 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.
 - 54.2) If the bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 04 days from the date of occurrence thereof.
 - 54.3) The bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
 - 54.4) Force Majeure conditions will apply on both sides i.e. BHEL as well as the bidder. During the period for which Force Majeure conditions are approved, there will be no claim from either side i.e. Detention claim by bidder or, LD recoverable by BHEL. Bidder will also not be entitled to claim any damages due to the impact of force majeure conditions.

55. PREVENTION OF CORRUPTION:

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

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

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

58. **SAFETY & INSURANCE:** The successful bidder is solely responsible for safe transportation and delivery of the consignment at the destination. However, BHEL/CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL/CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the bidder. The bidder shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the bidder or his employees, in accordance with appropriate statutory requirements. If due to bidder's carelessness, negligence, no observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the bidder. The recoveries are to be made from bidder's pending bills/EMD/SD etc. with any other unit of BHEL. In the event of any transporter being blacklisted by any BHEL Unit during the tenure of the contract, the concerned transporter will stand blacklisted by BHEL, Haridwar also.

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

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

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

62. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim as per Annexure-E. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.

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

Acknowledgement / Receipt of Consignment
(To be pre-printed on reverse side of GR/LR)

Received case(s) crate(s) loose bundle(s) on (Date).....through [*]
Trailer. Regn. No..... sent vide Consignment Note/LR NoDated
..... in [*] Proper / Damaged condition.

Handed over documents in original [*] (i) Duplicate for Transporter copy of invoice (ii) Packing List /
Other Document(s) (to be specifically mentioned)

Remarks, if any:

Date

Authorized Signatory of the Consignee with Name & Seal

[*] Strike out which is not applicable.

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

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

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

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

67. **ARBITRATION**:

- 67.1) If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the transporters/contractors, the same shall be referred to the sole arbitrator i.e. Head of the unit/Executive Director, HEEP, BHEL, Haridwar or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.
 - 67.2) The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
 - 67.3) The place of Arbitration will be BHEL Haridwar.
 - 67.4) The Contract as entered into between BHEL and the successful bidder (s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1965, as amended from time to time during the tenure of the contract.
68. Any changes in Motor Vehicle Act/MoRTH guidelines announced by Govt. of India, from time to time will be applicable and the same shall be binding both on BHEL & transporters.

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

70. **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.

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

70.1.1 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.

70.2 Commitment by Bidder/ Supplier/ Contractor:

70.2.1 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.

70.2.2 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.

70.2.3 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".

71. 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. "

72. 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.

BHEL reserves the right to take action against breach of contract clause or risk purchase clause or against both the clauses.

Manager
CDX/HEEP, BHEL, Haridwar

ANNEXURE-B**TENDER NO. BHEL/HWR/CDX/ENQ/2425-001 DATED 24/04/2024**
LIST/DETAILS OF HEAVY ODC TO BE TRANSPORTED ON POINT TO POINT BASIS

Sl	Item	From	Destination	Dimensions in mm (LxWxH)	Weight in MT	Expected month of availability of consignment for loading
1	Turbine Bearing	Raghunathpur 2x660 MW TPS (West Bengal)	BHEL Haridwar	6760 x 6660 x 4430	92.0	Ready to lift
1	Turbine Bearing	BHEL Haridwar	Raghunathpur 2x660 MW TPS (West Bengal)	6760 x 6660 x 4430	92.0	In next 6 months

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

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

(PRICE BID FORMAT – TRANSPORTATION COST)

Tender No. BHEL/HWR/CDX/ENQ/2425-001

Dated 24/04/2024

Bidder Name: _____

Project Name: - **Transportation of ODC consignment (Turbine Bearing) from Raghunathpur project site to BHEL Haridwar and sending back from BHEL Haridwar to Raghunathpur site.**

- Bidders need to submit total value of Transportation of consignment, **including GST** on GeM Portal (shown in last line of price break up table below). However, evaluation of bids shall be done by GeM on final price or cost to BHEL price including loading price and excluding GST.
- The Break-Up Price needs to be submitted separately as per below format.

Price Break up Table:

Base Price for one side transportation# (Rs.) (A)	Transit Time for one side transportation as quoted in Part-1 (Days)	Reference Transit Time for one side transportation (Days)	Loading Price for one side* (Rs.) (B)	Final Price or Cost to BHEL for both side transportation (Rs.) $C=2X(A+B)$
		40		
GST Rate (%) (D)				
Total Value for Transportation of Consignment Including GST (E=C+D)				(Value in Rs. to be quote on GeM Portal)

* Loading Price may be calculated as given in Bid Evaluation Criteria Clause/ as per provided Excel Sheet.

If rates are acceptable by BHEL, Award of work will be issued for one side transportation as well as both side transportations at base price with quoted transit time. The transportation charges and transit time will be same for both side transportation work. Award of work will be issued at base price for one side transportation (mentioned as A in above table) and Transit time quoted for one side.

Important Note: During Reverse auction bidder has to quote rates on GeM that includes Base price, Loading price along with applicable GST (as per above table). After Reverse Auction, L1 bidder has to submit Price Break up with revised rates. If any negotiation is conducted by BHEL, bidder has to quote revised base price (for both side, excluding loading price) along with applicable GST rate on GeM portal.

NOTE: -

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

V. The price bid shall be submitted online.

Signature & Seal of Authorized signatory

(Letter of compliance in company's Letter Head)

Ref No: BHEL/HWR/CDX/ENQ/2425-001

Date: 24/04/2024

Subject: **Tender No. BHEL/HWR/CDX/ENQ/2425-001 Dated 24/04/2024**

Dear Sir,

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

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format as per Annexure-C only without any deviations / conditions. In case, any deviation/conditions etc. is observed in the Price bid, the same (deviation/conditions etc.) shall not be entertained/considered by BHEL.

It is being confirmed that we have sufficient number of axles, pullers and will be able to place suitable capacity of required number of axles & pullers to lift the consignment. Also it is confirmed that we will be able to place suitable girder bridge, barge, towing tug (if applicable). We also confirm fitness validity of axles, prime movers, other equipment required for transportation of consignment during currency of contract.

Thanking you,
Yours faithfully

Freight Bill Performa**TENDER NO. : BHEL/HWR/CDX/ENQ/2425-001**

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

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

We hereby submit our Bill for Transportation of your goods.

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

Total amount in words _____

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

OR,

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

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

Certificate of Goods and Service to be furnished by Supplier with each bill / invoice

We hereby undertaking that

1. Goods and Service Tax charged in the following Invoice / Bill Number are in compliance with the provision of GST act & Rules prevailing thereon:

Sr. No.	PO No. / Work Order	Invoice No.	Invoice Date	GST Amount
1				

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other Non-compliance under GST Law/ Rules, shall be to our account.
4. In the event of any non-compliance on our part, we indemnify BHEL for any financial burden / loss on account of GST / Interest / Penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that arrangements shall be valid till the credit of Input Tax Credit (ITC) is available without online validation of future amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorised Signatory

GSTN No. :

BANK GUARANTEE BOND

BG against Award of Work/ Agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2425-001 and GeM Bid No..... In consideration of the Bharat Heavy Electricals Limited,Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

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

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

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

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

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

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

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

Dated the..... day of

For (Indicate the name of Bank)

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

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

Details of Axles**(To be filled in accordance with Clause no. 14.1 of Section-I of Annexure-A)**

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

PRE BID TIE UP

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

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

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS –

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

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

WITNESS FOR.

1. Name (First Party)
2. Official Address

WITNESS FOR.

1. Name (Second Party)
2. Official Address

Details of Experience (By Road Transportation)

(To be filled in accordance with Clause no. 1.4(i) of Section-I of Annexure-A)

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

ANNEXURE-L

(Route detail & Distance in KM)

Tender No. BHEL/HWR/CDX/ENQ/2425-001

Dated 24/04/2024

Project SI No (As per Annexure-B)	Item	From	Destination	Route detail
1	ODC consignment	Raghunathpur project site	BHEL Haridwar (To be filled by Bidder for Road Transportation)
1	ODC consignment	BHEL Haridwar	Raghunathpur project site (To be filled by Bidder for Road Transportation)

ANNEXURE-M

(Transit Time in days)

Tender No. BHEL/HWR/CDX/ENQ/2425-001

Dated 24/04/2024

Project SI No (As per Annexure-B)	Item	From	Destination	Transit Time for one side transportation (In days)
1	ODC consignment (Turbine Bearing)	Raghunathpur project site	BHEL Haridwar (in days) (To be filled by Bidder for Road Transportation)

Note: Transit time shall be considered as same for both side transportation i.e. from Raghunathpur site to BHEL Haridwar as well as from BHEL haridwar to Raghunathpur site.

ANNEXURE-N

Tender No. BHEL/HWR/CDX/ENQ/2425-001

Dated 24/04/2024

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