

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

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

CENTRAL DESPATCH DIVISION

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Ref: BHEL/HWR/CDX/ENQ/2425-006

Date: 22/11/2024

Dear Sir,

Subject: Transportation of TG Stators by Road from BHEL Haridwar to Mahan, Lara and Raigarh Project Sites on Point-To-Point Basis.

1. Sealed tenders under two part bid system are invited from reputed, IBA approved, financially sound transport contractors who are experienced in transportation of heavy ODC by road for the award of contract for transportation of TG Stators as mentioned in Annexure-A. Details indicating weight and dimensions are listed in Annexure-B.
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 suitable Axles/ Pullers/Girder Bridge along with duly signed copy of this tender indicating acceptance of its terms & conditions. **Considering safety of consignment, public property and to meet delivery schedule, transportation of stators shall mandatorily be done through Girder Bridge only.**
3. Please submit your quotation for transportation of the consignment as per Annexure-B, by suitable vehicle (Hydraulic Trailers/Girder bridge) along with duly signed terms & conditions (Annexure – A, B, C, D, E, F, G, H, I, J, K, L, M enclosed), EMD. **EMD is Rs 20,00,000/-**. The same shall be paid through DD/Pay order/Banker's Cheque in favor of BHEL, HEEP Haridwar and payable at Haridwar along with the Techno-Commercial bid or, Electronic Fund Transfer in BHEL Account (before tender opening).
4. Any revision in the original tender notice like due date of submission/opening or corrigendum, if any shall be hosted on <https://eprocurebhel.co.in> Portal and above website(s).
5. Bidder shall ensure that all the documents submitted are numbered serially. Bidders must ensure that only relevant documents are attached with the offer.

Thanking you,

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

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

ANNEXURE-A**TERMS & CONDITIONS**

Quotations are invited for the Transportation of Over-dimensional consignment (ODC)/Over-Weight Consignment (OWC) by road from BHEL Haridwar to Mahan, Lara and Raigarh site.

A bidder can only quote by road transportation based on his assessment and route survey for safe transportation of the consignments using configuration and combination of axle/equipment. Also, the bidder has to quote for total transportation work mentioned in tender enquiry. If the bidder quote for less transportation work against given total transportation work in tender enquiry, their bid will be rejected.

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.

ANNEXURE-A

SECTION-I

1. Pre-qualification requirements:

- (i) The Bidder alone or jointly with his associate should own minimum of **48 No's of Hydraulic axles** registered with **capacity of 26 MT** or more per axle.

S. No.	Documents	Submitted(Y/N)
1	Hydraulic Axles (As per Annexure-H)	
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.	

- (ii) The Bidder alone or jointly with his associate should own at least **four Prime movers of capacity more than 350 HP**. Out of these four prime movers minimum **2 prime movers** should be of **capacity more than 480 HP**.

S. No.	Documents	Submitted(Y/N)
1	List of Prime Movers (As per Annexure-G)	
2	Notarized Copies of Registration Certificate (RC)	
3	Notarized Copies valid Insurance Policy	
4	Notarized Copies of valid Fitness Certificate	

Ownership of axles/pullers should be either in the name of proprietor, partner or director of sole proprietorship, partnership, company respectively.

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.

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 awarded plus 2 months grace period to cover any delay.

(iii) EXPERIENCE

For bidders offering transportation by road only –

Bidder alone (**excluding any Associates**) should have successfully transported minimum **1 heavy lift single piece consignment not less than 300 MT** in INDIA **by road** of minimum road distance of at least **200 kilometers**. The detail shall be submitted as per **Annexure-J**.

Bidder or associate should also have experience of **construction of at least one by-pass for transportation of 300 MT** single piece consignments.

These experience requirements should be **within 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.	
4	Performance/Experience certificate from Consignor/Consignee clearly mentioning construction of bypasses. OR Route Survey (duly signed and stamped by bidder) mentioning requirement of constructing bypasses en route and Certificate from Consignee/Consignor for successful execution.	

- (iv) **Annual turnover:** The average annual turnover of the bidder should be **at least Rs. 5 (Five) Crores** in the **last three Financial Years i.e. 2023-24, 2022-23, 2021-22** and Bidder should possess **positive net worth** as on last date of previous financial year.

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 i.e. 2023-24, 2022-23, 2021-22.	
2	ITR (Income Tax Returns) for the three FY i.e. 2023-24, 2022-23, 2021-22 to be submitted.	
3	Separate sheet to be enclosed as per the appended table or in each of the year after incorporation of the company (whichever is less), duly certified by Chartered Accountant.	

Appended table

Years	Annual Turnover
2021-22	
2022-23	
2023-24	

ANNEXURE-A

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 contain following **mandatory requirements**: -
 - a) Confirmation of meeting Pre-Qualification Requirements by enclosing, duly filled in Section-I of terms and conditions.
 - b) All the supporting documents for Pre-Qualification requirements mentioned in Section-I of Annexure-A as above.
 - c) Duly signed and stamped copy of tender document and other enclosures i.e. all pages of the offer.
 - i. DD / PAY ORDER/Banker's Cheque or, Electronic Fund Transfer in BHEL account (before tender opening) towards **EMD of Rs. 20,00,000/- (Rupees Twenty Lakhs Only)**.
 - d) Route details as per details mentioned in below table: -

Transportation of 800MW TG Stators		
Sl	Description	Tentative Route (to be filled by bidder)
1	Transportation of 800MW TG Stator from BHEL Haridwar to Mahan Project site by road	
2	Transportation of 800MW TG Stator from BHEL Haridwar to Lara Project site by road	
3	Transportation of 800MW TG Stator from BHEL Haridwar to Raigarh Project site by road	

- e) **Load plan/configuration details** to be declared by bidder along with Techno-commercial bid. Bidder will not be allowed to change the load plan/configuration for transportation after submission of techno commercial bid.
- f) **Un priced** price bids (Annexure-C).
- g) Duly signed & stamped **Annexure-D on your letter head**.
- h) 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).
- i) Duly signed and stamped **Integrity Pact** (Annexure-K)
- j) Certificate of No Deviation (Annexure-M)
- k) Affidavit on Non-judicial stamp as per Clause-6 of Section-II.
- l) Notarized Pre-Bid Agreement(s) as per Annexure-I (if applicable)
- m) Notarized copy of IBA recommendation as per Clause-4 of Section-II.
- n) PAN, GST registration detail, Rate of GST, Proof of **an Indian entity** registered in India under Companies Act as per Clause-5 of Section-II.
- o) Any other documents as stated in Terms and condition of the tender enquiry

Technical bids without any of the above documents is **liable to be rejected**. Bids without EMD along with Techno-commercial bids **shall be disqualified**. Late submission of EMD **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. Un priced 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. **Indian Banks' Association (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.

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) Copy of GST Registration, SAC Code and applicable GST rate
- (iv) GST Mechanism (FCM/RCM) bidder is registered

5.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.

5.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.

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

- (i) Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.
- (ii) 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 may terminate the contract, in case the contract has been awarded, 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) Associate partners chosen by Bidder should comply with criteria under serial number 5.

Documents to be submitted: Notarized Pre-Bid Agreement(s) as per Annexure-I.

- Bidder should have valid tie up agreement with their associate for execution under this tender specifying the scope covered under this tender.
- Bidder who are opting to quote on the basis of experience of their associate then maximum number of permissible associates is **three numbers** overall and one number for each key activity like, Bypass, Axels, Puller, Girder bridge, etc.

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.

Rates to be submit on <https://eprocurebhel.co.in> Portal only.

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 to (i) above.

10. Both bids i.e. Techno-Commercial bid and Price Bid shall be submitted online at <https://eprocurebhel.co.in> **before 13/12/2024 by 1545 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.**

The Techno-Commercial bids shall be **opened online on same day**. The price bids of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.

11. **Earnest Money Deposit (EMD):** An amount of **Rs. 20,00,000.00 (Rupees Twenty Lakhs only)** shall be paid by bidders towards EMD in the form of -

- (i) Electronic Fund Transfer credited in BHEL account (**before tender opening**) at the following address:
Name: BHEL HEEP COLLECTION A/C
Account No.10667995458
IFSC Code.SBIN0000586
Address: Ranipur Haridwar

Receipt of online transfer will be intimated to CDX department through e-mails and a copy of receipt will also to be attached with technical-bid of tender document.

- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of "BHEL, HEEP, Haridwar", payable at 'Haridwar' (along with offer) and the same shall be enclosed along with "Techno-Commercial bid".
(iii) Fixed Deposit Receipt (FDR) 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).
(iv) Insurance Surety Bond
(v) In addition to above, the EMD may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months. Format of BG is attached as Annexure-L.

The quotations received without EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.

- **EMD shall be exempted for MSE's (Micro & Small Enterprise) and startups**, subject to production of statutory documents.
- The EMD of successful tenderer will be retained as part of Security Deposit and EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days of the award of work.

12. Earnest Money Deposit (EMD) furnished by the bidder shall be **forfeited** if:
- i. After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - ii. Failure to enter into agreement **within 10 days** of award of contract.
 - iii. Failure to submit balance security deposit **within 20 days** from award of contract.
 - iv. If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

Financial Terms & Conditions

13. **PAYMENTS:** Freight charges shall normally be paid to the contractor by NEFT (National Electronic Fund Transfer)/ RTGS (Real Time Gross Settlement) 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. The bidder agrees that no interest shall be payable by BHEL on any account under this contract. The bidder shall be paid in accordance with the rates agreed in the Special Conditions/Commercial Conditions of the Contract. The GR / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the GR / LR. The actual dimensions of the consignment shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the contractor. Any bill without these actual dimensions will not be passed for payment and returned to contractor.

14. TAXES AND DUTY:

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

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

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

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

- ii. E-Invoicing under GST is being implementing w.e.f. 01.08.2023 for all the taxable persons 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.
- iii. In case the contractor 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 contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. this further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2022.

- iv. Notification No. 17/2022 & No. 10/2023- Central Tax | Dated: 10th, May 2023, as issued by CBIC for "mandatory declaration on the invoice" for such taxpayers who are not mandated to generate e-invoice/IRN although having aggregate turnover exceeding ₹5 crores in any of the FY from 2017-18 and onwards. And accordingly, in terms of above notification such persons (suppliers/vendors etc.) shall be required to provide below declaration to that effect in the invoices issued by them.
- "I/We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule."
- v. The contractor agrees that he has factored the element of all likely expenditure, taxes what so ever, etc., excluding GST in the price quoted.
- vi. After award of contract, if any law, regulation, ordinance, order or by-law having the force of law (with regard of Taxes and Duties) is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the in any other provisions of this contract.
- vii. Response to Tenders for Indigenous supplier will be entertained only if the bidder has a valid GST registration No. (GSTIN) which should be clearly mentioned in the offer. If the bidder is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Bidder under composition scheme should declare that he is a composition bidder supported by the screen shot taken from GST portal. The bidder has to submit necessary documents if there is any change in status under GST.
- viii. Contractor shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- ix. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- x. Invoices will be processed only upon completion of statutory requirement and further subject to following:
- (a) Contractor declaring such invoice in Form GST
- (b) Receipt of Goods or Services and Tax invoice by BHEL
- xi. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The contractor shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- xii. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the contractor of the same. Contractor has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies/ services or additional claims, within the calendar month informed by BHEL.

- xiii. In cases where invoice details have been uploaded by the contractor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the contractor will be recovered from the contractor along with the applicable interest (currently 24% p.a) and all subsequent bills of the contractor will not be processed till filing of the GST return by the contractor.
- xiv. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the contractor.
- xv. Where any GST liability arising on BHEL under Reverse Charge (RCM), the contractor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the contractor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the contractor.
- xvi. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to contractor accepting the TDS deduction in the GST portal, will be issued to the contractor.
- xvii. GST is also applicable for all penalties and same will be recovered from defaulted contractor. GST will be charged on the SD amount forfeited from the contractor at the applicable rates. GST tax Invoice will be issued to the contractor on receipt/recovery of GST amount from the contractor.
- xviii. Payment to be made against invoices subject to preventing statutory deductions.
- xix. GST shall be reimbursed as per actual at prevailing rates after credit shown/ available to BHEL at GST portal.

15. LATE PLACEMENT/ DEMURRAGES / PENALTY AND RECOVERIES:

Vehicles (suitably fit for loading/transportation of consignment in all respects) as and when demanded by BHEL will have to be placed at BHEL Haridwar by transporters **within TEN days** from the date on which vehicle is to be placed, except in exigencies where shorter duration could be inevitable (Vehicles will be normally allowed to enter the Plant only between 7:30 AM to 14:30 Hrs on all working days.)

In case BHEL demands placement of vehicles even on Sundays or Holidays, the Contractor has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.

No late placement penalty to be levied on Sundays/ Holidays, 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.

In case of late placement, late placement charges (**Beyond free period of TEN days**), @ **₹36,000/- (Rupees Thirty-Six Thousand only) per day** will be applicable subject to **maximum 15%** of the awarded price.

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

Failure to provide fitness certificate of axles & pullers or any other document at the time of placement will be counted as late placement.

It shall be the sole responsibility of the contractor to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the contractor's account.

The contractor shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, Transport Emergency (TREM) Card etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The contractor shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original valid Registration Certificate (RC) Book/ RC smart card and Driving License shall be produced for verification.

BHEL prefers their consignment, being carried in the contractor's own vehicles. If carried in a hired vehicle, the contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise between the contractor and the owner of the vehicle/ any 3rd party, the contractor alone will be responsible for solving such dispute/s and BHEL shall not be a party to any such disputes. The contractor agrees that BHEL has every right to recover from the contractor, any amount which BHEL may have to incur on account of such dispute/s between contractor and 3rd party in respect of delivery of BHEL consignments. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments.

16. In the event of refusal or failure of contractor to lift the consignments 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 consignments on risk cost and extra expenditure / losses / demurrages incurred if any will be recovered by defaulter contractor from SD or/ pending bills from any unit of BHEL.

17. TRANSIT TIME & Liquidated Damages for Delayed Delivery:

Timely delivery is the essence of the contract. Following shall be the transit time for transportation of stators to different projects:

Project	Transit time per Stator (Days)
Mahan Unit 1 & 2	140
Lara Unit 1 & 2	170
Raigarh Unit 1 & 2	170

Transit time fixed by BHEL **has to be accepted by Bidder otherwise offer shall be rejected.**

The transit time shall be inclusive of time taken to clear obstructions/RTO formalities/taking necessary permission en-route /construction of bye passes & other civil works etc.

Delay in delivery will attract **penalty @ 1/7% (one by seven percent) per day of delay subject to a maximum of 10%** calculated on the gross basic freight (Awarded value of that particular delayed Stator).

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, as applicable, (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 the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site. In such case the date of arrival of vehicle at Site, **based on the GPS report** will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of DGM of commercial / end user.

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:

(i) LOADING POINT (BHEL Haridwar):

Detention charges at loading point shall be payable as under:

- a. For first **Ten (10) days** from date of reporting (from requisition date if placement date is earlier):
Nil.

Reference zero date for this will be readiness of entire train of axles along with the requisite number of pullers for loading of consignment.

- b. Beyond **Ten (10) days: ₹36,000/- (Rupees Thirty-Six Thousand only) per day** for each additional day up to loading of consignment.
- (ii) **UNLOADING POINT (At Site):**
Detention charges at unloading point shall be payable/ regulated as under-
- a. For first **Ten (10) days** from the date of reporting/date of entry at site: **Nil**.
Reporting should be certified by the BHEL executive at the site or customer.
- b. Beyond **Ten (10) days: ₹36,000/- (Rupees Thirty-Six Thousand only) per day** for each additional day.
- (iii) Total detention Charges payable for both loading and unloading points taking together under Clause 18 (i) and 18 (ii) above **shall not exceed 15% of the gross basic freight** (Awarded value of that particular delayed Stator).
- (iv) The period of detention shall be certified by the Consignor/Consignee/Customer/Site/Product Commercial.
- (v) If Hydraulic Trailer (entire train of axles along with pullers) is placed after given requisition and if due to some reason, vehicle is not actually loaded and returned back, detention charges will be paid **₹36,000/- (Rupees Thirty-Six Thousand only) per day** for each day beyond the initial grace period of **10 days**.

General Terms and Conditions:

19. BHEL RESERVES THE RIGHT TO: -

- (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) 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.
- (iii) Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- (iv) BHEL reserves the right to either short close or terminate the contract entered at its discretion without assigning any reason by giving one-month notice by registered post acknowledgement due or in person under recorded delivery. Upon receipt of the notice of termination under this clause the Contractor shall, either immediately or upon the date specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination. Any further liability arising by any engagement by the contractor or third party shall not be a binding on BHEL. In any such event the contractor shall not be entitled for any claims on BHEL including cost of permissions obtained, route survey etc. BHEL also reserves the right to terminate the contract, if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and
- (a) has abandoned or repudiated the Contract or failed to respond despite notice by BHEL to proceed
- (b) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract.
- (v) 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 contractor.

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.
21. **REJECTION OF OFFERS:** All information furnished by the bidder is taken to be authentic for evaluation of tender. Any information found to be incorrect subsequently at any time, **the offer shall be rejected and EMD/SD shall be forfeited** and suitable disciplinary action shall be taken against the bidder including suspension of future business dealings with BHEL.
22. **VALIDITY:** -
- (i) **Validity of Bid: 150 days** from the date of opening of the Technical Bid.
- (ii) **Validity of Contract for execution:** Once contract is awarded, the contract shall be valid for a period of **Twenty-one months (21 months)** from the date of award of work. The contract may be extended at the option of BHEL for a period of **three months (3 months)** on the existing rate and terms & conditions in writing. Any further extension shall be with the consent of both parties in writing.

The awarded rates and Terms & Conditions 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 or for any other reason.

23. **CONDITION / ROUTE SURVEY:** -

Considering safety of consignment, public property and to meet delivery schedule, transportation of stators shall mandatorily be done through Girder Bridge only. The contractor shall arrange a detailed transportation feasibility report/**detailed route survey** for the total route/movement for the consignment (mentioned in Annexure-B) identifying all obstacles including constraints on roads, bridges, etc. requiring strengthening, modification and construction of bypasses/approach roads etc. for safe transportation of the consignment and **submit a detailed transportation feasibility report to BHEL duly vetted by IRDA approved surveyor at least one month before lifting of consignment.** The feasibility report/route survey then be submitted by BHEL to the nominated Insurance agency for this project. Any comment /objection/guidance on the feasibility report/route survey by insurance company or BHEL need to be addressed by the transporter.

No separate charges whatsoever shall be payable by BHEL for transportation feasibility report/route survey, any certification, permission, strengthening, modification and construction of bypasses/approach roads etc. Contractors may make their own assessment based on transportation feasibility report, specify the route proposed by road transportation along with the ports selected for Origin/discharge and obtain the applicable necessary permissions from MoRTH/Concerned ministry before movement of the consignment.

During execution, **any deviation from the route (planned as per route survey)**, stooing/detachment or attachment of axles/unloading or loading of consignment, shall be done only after prior permission from BHEL & their insurer & only after taking all necessary permissions required from MoRTH/Concerned authorities.

The contractor 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 AND SPLITTING CRITERIA:

Bidder is required to quote the price strictly in the format of the price schedule (Annexure-C) after careful study of scope of work. They are advised to make themselves fully aware of the inclusion or exclusion of any component of cost in their part.

Total work in tender enquiry is calculated based on total approved distances from BHEL Haridwar to different sites. Rates are invited on Rs. Per KM basis and **bids shall be evaluated on the basis of quoted rates in Rs. Per KM only.**

The actual route/ actual distance may vary from the data as mentioned in tender enquiry (Annexure-B). BHEL is not responsible for route or distance travelled during actual execution and it is transporter's responsibility to deliver stators safely and timely. It is also transporters responsibility to conduct IRDA approved route survey and submit the same to BHEL Haridwar before actual execution and follow the route accordingly. **Bidder has to quote rates in Rs. per km for total transportation work i.e. 7808km based on their assessment of route/ distance.**

The award of work shall be issued **at firm rate** i.e. **approved rate in Rs. Per Km (given in Annexure-B) multiplied by distance given in tender enquiry with BHEL given transit time.** No extra claim on account of any civil work, by-pass construction, MoRTH, railways shut down, **distance travelled during actual execution** etc shall be entertained by BHEL. Loading/ unloading of consignment at BHEL Haridwar or site and transit insurance of consignment shall not be in bidder's scope. Transporter has to deliver the stator within **transit time period** as given in terms and conditions beyond which late delivery (Liquidated damage) charges shall be applicable.

Example for Evaluation of bids:

Description of work	Total Volume of transportati on work (Kilometer)	Bidder "X"	Bidder "Y"	Bidder "Z"
		Rates Quoted (Rs. Per KM)	Rates Quoted (Rs. Per KM)	Rates Quoted (Rs. Per KM)
	A	B	C	D
Transportation of 800MW TG Stators (06 No.)	7808	100	112	92
Ranking of Bidders		L2	L3	L1

If rates are acceptable by BHEL, Award of work shall be issued as per following:

Award of work Value = Distance given in Tender Enquiry Annexure-B (in KM) x Approved Rate (in Rs. Per KM)

Transportation of 01 number TG Stator from BHEL Haridwar to Mahan project= 1127 km x 92 Rs per Km= Rs. 103684/- with transit time= 140 days

Transportation of 01 number TG Stator from BHEL Haridwar to Lara project= 1385 km x 92 Rs per Km=Rs. 127420/- with transit time= 170 days

Transportation of 01 number TG Stator from BHEL Haridwar to Raigarh project= 1392 km x 92 Rs per Km=Rs. 128064/- with transit time= 170 days

Splitting of Work: This tender enquiry covers, transportation of total 6 stators to 3 different sites.

The splitting has been done in order to maintain the ratio of 3:2:1 or 3:1:1:1 or 4:2 as the case may be.

The manner of splitting of work shall be as follows:

1.0 One Qualified Transporter:

If there is only One qualified Transporter or no other transporter accepts counter offer, then irrespective of MSE Status of transporter, splitting criteria shall be as per following table.

TABLE				
Rank	Total Number of Stators	Project	Tentative Dispatch Schedule	Transit Time (per Stator)
L1	04	Mahan-Unit-1 & Unit-2, Raigarh-Unit-1 & Unit-2	May 2025 & Aug 2025 Feb 2026 & Jun 2026	140 days 170 days

Remaining 2 stators (Lara-Unit-1 & Unit-2) shall not be awarded through this tender and fresh tender shall be floated for the same.

2.0 Two or Three Qualified transporters:

In case of two qualified bidders, BHEL reserves the right to split total work among both bidders.

2.1 If L1= MSE transporter, then transporter will be awarded 4 nos. stators.

If L2= Eligible MSE or Non-MSE transporter, then transporter will be awarded 2 nos. Stators upon acceptance of counteroffered L1 rates. If L2 transporter does not accept counter offer, then counter offer will be issued to remaining transporter.

2.2 If L1= Non-MSE transporter, then transporter will be awarded 4 nos. Stator.

For determining L2, preference will be given to Eligible MSE vendor for counter offer of two stators even if it is L3 transporter but falling within L1+15% band. If Eligible MSE transporter does not accept counter offer, then counter offer will be given to remaining transporter.

Splitting in above cases shall be as per following table.

TABLE				
Rank	Total Number of Stators	Project	Tentative Dispatch Schedule	Transit Time
L1	04	Mahan-Unit-1, Lara-Unit-1, Raigarh-Unit-1 & Unit-2	May 2025 Sep 2025 Feb 2026 & June 2026	140 days 170 days 170 days per Stator
L2	02	Mahan- Unit-2, Lara- Unit-2	Aug 2025 Dec 2025	140 days 170 days

3.0 Four Qualified transporters:

3.1 If L1=MSE Transporter, then transporter will be awarded 3 nos. Stator.

In case L1 bidder is MSE then BHEL shall issue counter offer L1 rates/ negotiated final L1 rates/ lowest acceptable rates (in Rs. Per KM) to L2, L3..... Ln rank bidders in sequence till the required number of bidders accepts the counter offer. Splitting of work shall be as per following table:

TABLE				
Rank	Total Number of Stators	Project	Tentative Dispatch Schedule	Transit Time
L1 (MSE)	03	Mahan-Unit-1, Lara-Unit-2, Raigarh-Unit-2	May 2025 Dec 2025 June 2026	140 days 170 days 170 days
L2	02	Mahan-Unit-2, Raigarh-Unit-1	Aug 2025 Feb 2026	140 days 170 days
L3	01	Lara-Unit-1	Sep 2025	170 days

3.2 If L1= Non-MSE transporter, then transporter will be awarded 3 nos. stator.

If L2= Eligible MSE transporter, then two nos. stator will be counter offered. In case L2 bidder does not accept counter offer then counter offer shall be issued as per ranking of other eligible MSE bidders in sequence.

L3= One no. stator will be awarded as per rank of all bidders in sequence upon acceptance of counter offered rates irrespective of MSE status as per their ranking.

TABLE				
Rank	Total Number of Stators	Project	Tentative Dispatch Schedule	Transit Time
L1	03	Mahan-Unit-1, Lara-Unit-2, Raigarh-Unit-2	May 2025 Dec 2025 June 2026	140 days 170 days 170 days
L2...Ln (Eligible MSE)	02	Mahan-Unit-2, Raigarh-Unit-1	Aug 2025 Feb 2026	140 days 170 days
L3	01	Lara-Unit-1	Sep 2025	170 days

3.3 If L1= Non-MSE transporter, then transporter will be awarded 3 nos. stator.

If L2= Non-MSE transporter but L3 or L4 or both L3 and L4 are Eligible MSE transporter/s, then L3 will be offered two nos. stators upon acceptance of counter offer.

One no. stator will be awarded upon acceptance of counter offer to L2 or as per rank of all bidders in sequence.

TABLE				
Rank	Total Number of Stators	Project	Tentative Dispatch Schedule	Transit Time
L1	03	Mahan-Unit-1, Lara-Unit-2, Raigarh-Unit-2	May 2025 Dec 2025 June 2026	140 days 170 days 170 days
L2	01	Lara-Unit-1	Sep 2025	170 days
L3 or L4 (Eligible MSE)	02	Mahan-Unit-2, Raigarh-Unit-1	Aug 2025 Feb 2026	140 days 170 days

4.0 Five or more qualified transporters:

4.1 If L1=MSE Transporter, then transporter will be awarded 3 nos. Stator.

In case L1 bidder is MSE then BHEL shall issue counter offer L1 rates/ negotiated final L1 rates/ lowest acceptable rates (in Rs. Per KM) to L2, L3..... Ln rank bidders in sequence till the required number of bidders accepts the counter offer. Splitting of work shall be as per following table:

TABLE				
Rank	Total Number of Stators	Project	Tentative Dispatch Schedule	Transit Time
L1 (MSE)	03	Mahan-Unit-1, Lara-Unit-2, Raigarh-Unit-2	May 2025 Dec 2025 June 2026	140 days 170 days 170 days
L2	02	Mahan-Unit-2, Raigarh-Unit-1	Aug 2025 Feb 2026	140 days 170 days
L3	01	Lara-Unit-1	Sep 2025	170 days

4.2 If L1= Non-MSE transporter, then transporter will be awarded 3 nos. stator.

If L2= Eligible MSE transporter or only one eligible MSE transporter accepts counter offer, then two nos. stator will be awarded. In case L2 bidder does not accept counter Offer or more than one eligible MSE bidders accepts counter offer then splitting shall be done as per Clause 4.3.

L3= One no. stator will be awarded as per rank of all bidders in sequence.

TABLE				
Rank	Total Number of Stators	Project	Tentative Dispatch Schedule	Transit Time
L1	03	Mahan-Unit-1, Lara-Unit-2, Raigarh-Unit-2	May 2025 Dec 2025 June 2026	140 days 170 days 170 days
L2 (Eligible MSE)	02	Mahan-Unit-2, Raigarh-Unit-1	Aug 2025 Feb 2026	140 days 170 days
L3	01	Lara-Unit-1	Sep 2025	170 days

4.3 If L1= Non-MSE transporter, then transporter will be awarded 3 nos. stator.

If L2 is non-MSE and L3, L4... Ln are Eligible MSE bidders and if two or more than two eligible MSE bidders accept counter offer then total 2 nos. stators will be distributed to two eligible MSE bidders with better ranking.

One no. stator will be awarded to L2 transporter or any other transporter as per ranking of all bidders in sequence.

Splitting of work shall be as per following table:

TABLE				
Rank	Total Number of Stators	Project	Tentative Dispatch Schedule	Transit Time
L1	03	Mahan-Unit-1, Lara-Unit-2, Raigarh-Unit-2	May 2025 Dec 2025 June 2026	140 days 170 days 170 days
L2 or any other bidder	01	Lara-Unit-1	Sep 2025	170 days
Ln (Eligible MSE)	01	Raigarh-Unit-1	Feb 2026	170 days
Ln+ (Eligible MSE)	01	Mahan-Unit-2	Aug 2025	140 days

MSE bidders shall be eligible for purchase preference only if they fulfil all eligibility criteria as per Government Guidelines.

Reverse Auction (RA):

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

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

Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in price bid cover). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}. In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

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

No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

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

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

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

25. If quoted rates are high, negotiations may be conducted with L-1 bidder(s). The **work shall be awarded to eligible bidders** as per quoted/negotiated rates (in Rs. Per KM) and BHEL given distances (Annexure-B) 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 10 days of award of contract.**
27. The successful bidder(s) 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(s).

The contractor(s) shall submit the Security Deposit within 20 (Twenty) 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 contractor(s).

28. Security Deposit may be accepted in the following forms:

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
The Bank Guarantee should be in the format given at Annexure-F. Submission of 'performance security deposit' **valid till minimum six months after the expiry date of contract and claim period valid till minimum 6 months from BG expiry date.**
- iv. 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).
- v. 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).
- vi. Insurance Surety Bonds.

Important Note:

- i. The security deposit shall not carry any interest.
- ii. Security Deposit shall be refunded / Bank Guarantee(s) will be released to the contractor upon fulfilment of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL.
- iii. It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
- iv. In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
- v. Contractor to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

29. Security Deposit (SD) furnished by the contractor shall be forfeited if:

- i) The contractor does not commence the work within the period as per LOI / Contract and in case of non-performance or unsatisfactory 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 contractor, 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.
- vi) Contractor is failed to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

30. PERMITS: It is transporter's responsibility to obtain required permits/ permissions from Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity / Railways / MoRTH / Govt. Authorities/ Irrigation/ Port Authorities or any other agencies for movement of the vehicles en-route at his cost. The contractor shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the contractor, the contractor alone shall be liable for its indemnification.

It shall be the responsibility of the contractor to obtain all fitness certificates for the vehicles at his cost valid for the entire contract. 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 contractor.

31. LOADING & UNLOADING:

The transporters **shall be allowed to lift the consignments only after submission of Security Deposit to BHEL**. The transporter shall submit **IRDA approved Route Survey Report before movement** of vehicle loaded with the consignment. In case, if transporter has placed vehicle for loading of consignment, no detention charges shall be payable by BHEL for delay in submission of above documents.

Loading at BHEL Haridwar and Unloading at Site shall be arranged by BHEL/Customer. Unloading/Loading during the transportation / transshipment will be done by contractor at 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 be as per load plan submitted by the contractor. For loading and transportation of consignments, sufficient number of axles/ capacity of Girder Bridge shall be deployed in accordance with load bearing capacity of axles/ Girder Bridge and as per MoRTH/Govt. guidelines issued from time to time.

Loading & Unloading within BHEL premises will be made only if the Contractor's representative is available while reporting in and exit of vehicles. If the loading and unloading is delayed on account of absence of the Contractor's representative, the period so lost shall not be considered for detention charges.

- 32.** Transporter must have adequate resources for handling transportation of all stators (as per splitting criteria) given in tender if these are awarded to one transporter. In such cases, the transporter must deploy separate axle/puller/manpower/girder bridge etc. for these projects.
- 33.** 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.
- 34.** Contractor should obtain all required clearances / permit from all Governmental / Non– Governmental authorities i.e. MoRTH/ NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department, etc., including Private Parties / Persons for transportation of ODC through inland road transport route identified by the contractor. Contractor should also ensure that all taxes / Duties for Hydraulic Axles, Girder Bridge and Prime Movers are paid to the concerned State authorities.

35. Arrangement for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignments from weather / rain from receipt of consignment from BHEL till delivery of the same at site is the responsibility of transporter only.

The bidder/ contractor shall also ensure:

- (i) That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition.
- (ii) To protect the consignments from rains in warranting situations, Contractors shall ensure Tarpaulin covering to the consignments.
- (iii) Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the bidder/contractor.
- (iv) Lashing to be proper and safe. The contractor to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
- (v) The bidder/contractor shall be solely responsible for the safe custody of the consignments from the time it is handed over to the contractor until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery from the authorized representative of the consignee.
- (vi) The bidder/ contractor shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- (vii) The bidder/ contractor shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The bidder/ contractor will give notice under registered post to BHEL and ask for instruction in the matter which shall be issued within 7 days of such notice.

36. In case of mishap the contractor shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The contractor 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.

- a. If any damage to the materials is noticed in transit (enroute), the contractor shall intimate the BHEL booking agency within 24 hours of damage, with photographs.

OR

During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the contractor after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.

- b. The contractor should submit the Copy of LR with CoF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The contractor has to provide services to all concerned to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.
- c. However, for consignment value below Rs. 20,000/-, recovery will be made in full from the contractor. For consignment value above Rs. 20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.
- d. In case of any visible damage/ suspected damage in the consignment, the contractor should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.
- e. Any accident at any point should be reported to BHEL in writing through mail within 24 Hrs.
- f. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en-route) shall also be submitted.
- g. In case, the contractor fails to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not lodged because of this reason, the contractor shall be liable to indemnify BHEL against such loss and BHEL shall be at liberty to recover such loss from the available security or other financial holdings available either under the present or any other contract

with the contractor. Suitable action including de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.

37. 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.

38. OBSERVANCE OF LOCAL LAWS:

- a. The contractor shall comply with all Laws, Statutory Rules, and Regulations etc. including MoRTH guidelines (As applicable). The contractor shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- b. The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges towards road/sea transportation that may be leviable on account of any of the operations connected with the execution of this contract and shall be to the account of the contractor.
- c. The Contractor shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. Any consequences arising out of any non-compliance shall be to the contractor's account. If BHEL suffers any consequences because of Contractor's non-compliance, the Contractor shall have to indemnify and reimburse BHEL for the same.
- d. The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

39. 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.

40. (a) Contractor shall own all risks and responsibility from the time of loading of consignment from BHEL plant till safe delivery at site.

(b) **Goods Consignment Note (G. C. Note):** G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.

If G.Cs. are issued to the supplier without taking physical possession of materials, BHEL will have the right to terminate the Contract.

Once G.C. Note is issued, it is treated as physical acceptance of the consignment by the contractor and in such cases, it shall be the responsibility of the contractor for the safe and timely delivery of the consignment. The G.C. Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note.

41. Contractor shall submit the daily progress report to BHEL Haridwar on hwcdx@bhel.in; akmahato@bhel.in; vineet.k@bhel.in; atul83@bhel.in. 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. Failure in submission of daily progress report through email will attract a **penalty of Rs. 2,500/- per day** of default.

42. The contractor shall comply with all the statutes, legal and safety requirements applicable upon him. Any liability arising out of any non-compliance of any applicable statute, legal and safety requirements shall be to the contractor's account.

The bidder/ contractor shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The bidder/ contractor shall, whenever required to do so by the company, produce for inspection all forms, register and other papers required to be maintained under the various statutes, legal and safety requirements.

43. Contractor shall use every reasonable means to prevent any of the highways, bridges etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his trailers and in

particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges etc. for any damage caused by the breach thereof, the contractor shall be solely responsible.

44. 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.. The Octroi charges if any shall be reimbursed on submission of documentary evidence. 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.
45. To ensure safe transit, spreader beams shall be deployed, if necessary. Contractor shall ensure, placement of suitable vehicle (prime mover/axles/ Girder Bridge) of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound conditions. The vehicle 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.
46. After award of contract, Contractor shall nominate one competent person to ensure proper coordination of logistics for the entire duration of contract.
47. **INDEMNITY:** The bidder/ contractor shall indemnify and keep indemnified BHEL all losses, claims, damages etc. arising out of any of his acts of his agents or associates or servants during the currency of contract.
 - i. The bidder/ contractor 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.
 - ii. The bidder/ contractor shall indemnify BHEL against all payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by BHEL 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 bidder/ contractor, their workmen, servants or agents.
 - iii. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder/ contractor; the bidder/ contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
 - iv. The bidder/ contractor shall keep BHEL indemnified against any liability arising out of non-compliance of any Labour & Industrial Laws and/or any other statutes.
 - v. The bidder/ contractor shall keep BHEL indemnified against any liability arising out of Documentary non-compliance relating to freight billing.
48. All recoveries including any penalty, damages or compensations payable by the contractor to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, can 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 contractor 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 contractor 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.

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

- (i) Acts of God, Acts of any Government, War, Hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy, Civil war, rebellion, revolution, mutiny, usurpation of Civil or military government, conspiracy, blockades, Sabotage, Riots, Civil Commotions, insurrection, terrorist acts, acts of Public enemy, Flood or inundation, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, volcanic activity, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, plague, 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/BHEL has no control.
- (ii) 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. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.
- (iii) 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. 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.
- (iv) Force Majeure conditions will apply on both sides i.e. BHEL as well as the contractor. During the period for which Force Majeure conditions are approved, there will be no claim from either side i.e. Detention claim by contractor or LD recoverable by BHEL. Contractor will also not be entitled to claim any damages due to the impact of force majeure conditions.

50. PREVENTION OF CORRUPTION:

- (i) 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.
- (ii) BHEL shall be entitled to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation if the bidder/ contractor 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/ contractor in relation to this or any other contract with BHEL.

51. SUB-LETTING: Sub-letting of the work either in full or in part is strictly prohibited.

- 52. SAFETY & INSURANCE:** The contractor is solely responsible for safe transportation and delivery of the consignment at the destination. Transit insurance of the consignment under transportation by the Contractor will be responsibility of BHEL/Consignee as the case may be and Contractor shall mark in the Lorry Way Bill. But, that will not in any way absolve the contractor from compensating BHEL/CUSTOMER in case of damage / loss. Contractor will be responsible for any third-party damages as per the Motor Vehicle Act, 1988. Position as above shall not absolve the contractor of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage/ loss in respect of the consignments transporter by him.
- BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the contractor. The contractor shall ensure comprehensive insurance coverage for the vehicle used in transporting BHEL consignment. The contractor shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the contractor or

his employees, in accordance with appropriate statutory requirements. If due to contractor's carelessness, negligence, no observance of safety precautions, deviation from proposed route/stooling/detachment or attachment of axles/unloading or loading of consignment without prior permission from BHEL & their insurer, 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 contractor. The recoveries are to be made from contractor's pending bills/EMD/SD etc. with any unit of BHEL. In the event of any contractor being blacklisted by any BHEL Unit during the tenure of the contract, the concerned contractor will stand blacklisted by BHEL, Haridwar also.

53. As per Insurance agency the contractor has to comply the following:

- a) Route survey from an IRDA approved surveyor confirming that subject route is safe and fit to transport such type of super ODC consignments.
- b) Loading/Unloading operations to be supervised by independent surveyor.
- c) Loading/Unloading to be carried by cranes which have sufficient capacity to lift such heavy weights.
- d) The carrying capacity of the carrying vehicle to be more than the weight of the cargo being carried in it.
- e) Cargo to be adequately latched/strapped before commencement of further transit.
- f) Suitability of the carrying vehicle to carry ODC consignment is to be approved by an independent surveyor.

Any other comment/objection/guidance provided by insurance agency should be complied by the transporter.

54. Additionally, bidder shall follow the following:

- a. The contractor will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- b. The contractor will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- c. The contractor will ensure that all vehicles used for the transportation of consignments under transportation contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the contractor's obligations under this contract.
- d. It shall be the responsibility of the contractor to provide at his cost trained and licensed personnel for running the vehicles.
- e. The contractor shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.
- f. Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints enroute for safe transportation of consignments and its delivery to destination.
- g. The contractor shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- h. The contractor shall ensure that all applicable laws including Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- i. All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- j. The contractor shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety or the latest instructions prevailing at all times.
- k. The contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.
- l. The contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the

- contractor. BHEL is not responsible for any injuries to the contractor's personnel inside the company premises.
- m. The contractor acknowledges that the contract price includes higher risk rate, adequate to keep BHEL indemnified, as required under Section 11 of the Carriage by Roads Act, 2007.
 - n. As per the Motor Vehicle Act with the latest amendments / notifications thereto, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The contractor should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No penalty on account of violation of Motor Vehicle Act/State Act shall be payable by BHEL.
 - o. While accepting the consignments for transportation, the contractor should ensure, that necessary documents for check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the contractor's responsibility
 - p. If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the contractor and consignment got released and delivered in time.
 - q. The documents handed over at the booking points and meant to be handed over to the consignee such as Delivery Challan, Invoice, Duplicate/ Contractor's Copy of Tax Invoice, Sales Tax Form etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to noncompliance of the above on this account, will be debited to the contractors.
55. **RESCUE OPERATION:** - In case of accident, contractor shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by contractor 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 recovery of losses suffered by BHEL.
 56. 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 contractor will be totally responsible for any damage occurring to the consignment.
 57. The contractor 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.
 58. Contractors will 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.

59. No request for extension of the time from the contractor will be entertained except under Force Majeure condition.
60. 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 relevant Guidelines for Suspension of Business Dealings with the Suppliers in vogue in BHEL.
61. **RISK PURCHASE:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in service or non-fulfillment of any other terms and conditions given in award of work, BHEL may cancel the award of work in full or part thereof, and may also arrange service from elsewhere / alternative source at the risk and cost of the supplier/ Contractor and also forfeit the security deposit. Balance amount, if any, will be recovered from the contractor's freight bills at any unit of BHEL. BHEL will take all reasonable steps to get the service from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.
62. **ARBITRATION:**
 - (i) The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL.
 - (ii) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
 - (iii) In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the terms and conditions for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.
 - (iv) A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution.
 - (v) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.
 - (vi) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.
 - (vii) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.
 - (viii) The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.
 - (ix) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.
 - (x) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.

- (xi) It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.
63. 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.
64. 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 & contractors.
65. **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.
66. **INTEGRITY PACT:**
In order to have more transparency, Shri Otem Dai, IAS (Retd.), Shri Bishwamitra Pandey, IRAS (Retd.) and Shri Mukesh Mittal, IRS (Retd.) have been nominated as Independent External Monitors (IEM) for this contract, who will monitor the tender process and the execution of the contract for compliance with the principles.

More details are given in 'Integrity Pact' attached (Annexure-K). The supplier has to attach signed copy of integrity pact in Part-I of tender. **Tender without signed copy of Integrity pact will not be accepted.** Format of Integrity Pact is attached."
Note: -Bidder to ensure to submit duly signed and stamped Integrity Pact by authorized signatory in Part-I (techno commercial bid) itself.
67. **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.
- 67.1 Integrity commitment, performance of the contract and punitive action thereof:
- 67.1.1 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.
- 67.1.2 Commitment by Bidder/ Supplier/ Contractor: 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.
- 67.1.3 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.
- 67.1.4 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/ postexecution 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 and/or under applicable legal provisions".

68. **Conflict of Interest:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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 authorize 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. "
69. **Breach of Contract:** Wherein 14 days period has expired and Supplier/Vendor has failed to remedy the breach of contract, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to the contractor.
- Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor/ Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor/ Contractor, retention amount, from the money due to the Supplier/Vendor/ Contractor etc. with BHEL) or the other legal remedies shall be pursued.
- wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- In case the amount recovered is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor/ Contractor.
- If Supplier/Vendor/ Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
- a. from dues available in the form of Bills payable to defaulted Supplier/Vendor/ Contractor against the same contract.
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor/ Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor/ Contractor.

It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

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

70. **Escort for Consignment:** Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.
71. **Laws Governing the Contract:** The Contract shall be governed by the Laws of India and shall be operated complying with all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time.
72. 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.

ANNEXURE-B

TENDER NO. BHEL/HWR/CDX/ENQ/2425-006 DATED 22/11/2024

LIST/DETAILS OF ODC CONSIGNMENTS TO BE TRANSPORTED ON POINT TO POINT BASIS

This Tender Enquiry covers Transportation of 06 nos 800MW TG Stators from BHEL Haridwar to sites as mentioned below:

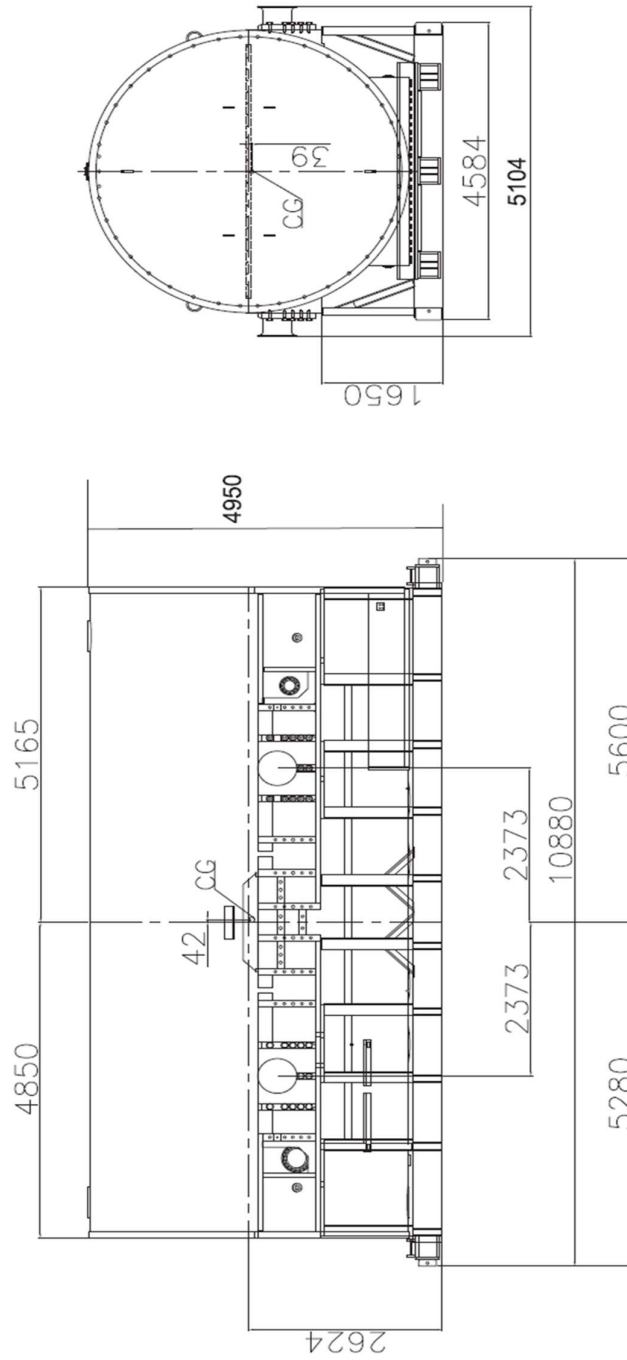
- Tentative Gross Weight of each 800MW TG Stator= 466.26 MT
- Following is the approximate dimensions of each 800MW TG Stator
Length (mm)= 10880
Width (mm)= 5104
Height (mm)= 4950

S I.	Project Name	Start Place	Final Destination	Total Number of Stators	Units	Expected Readiness for Loading	BHEL approved distance for one side (km)	Total Distance for both Units (km)
							A	B=2XA
1	Mahan USTPP (PH-II)	BHEL Haridwar	Mahan Energen Limited 2X800 MW (Phase-II) TPP Village: Bandhoura, Karsualal Tehsil: Waidhan	2	Unit-1	May 2025	1127	2254
					Unit-2	Aug 2025		
2	NTPC Lara STPP STG-II	BHEL Haridwar	Lara Super Thermal Power Project, Stage-II (2x800 MW) P.O. - Pussore, Village- Chhapora, Raigarh Chhattisgarh-496440	2	Unit-1	Sep 2025	1385	2770
					Unit-2	Dec 2025		
3	Raigarh TPP Project Site	BHEL Haridwar	Adani Power Limited Village: Chhote Bhandar PO: Bade Bhandar Tehsil: Pussore Raigarh 496100	2	Unit-1	Feb 2026	1392	2784
					Unit-2	Jun 2026		
Total Distance under this tender enquiry (km)								7808

Note:-

- Expected Readiness for Loading mentioned above is tentative only which is subject to variation.
- Above detail is for Guidance of the consignments only.
- The actual route/ actual distance may vary from the data as mentioned above. BHEL is not responsible for route or distance travelled during actual execution and it is transporter's responsibility to deliver stators safely and timely. It is also transporters responsibility to conduct IRDA approved route survey and submit the same to BHEL Haridwar at least One month before lifting of consignment and follow the route accordingly. Bidder has to quote rates in Rs. per km for total work as mentioned in Annexure-C, based on their assessment of route/ distance.
- The award of work shall be issued **at firm rate** i.e. **approved rate in Rs. Per Km multiplied by distance given in tender enquiry**. **No extra claim** on account of any civil work, by-pass construction, MoRTH, railways shut down, **distance travelled during actual execution** etc shall be entertained by BHEL. Loading/ unloading of consignment at BHEL Haridwar or site and transit insurance of consignment shall not be in bidder's scope. Transporter has to deliver the stator within **transit time period** as given in terms and conditions beyond which late delivery (Liquidated damage) charges shall be applicable.

Transportation Drawing of Stator



ANNEXURE-C

UN PRICE BID/ SCHEDULE			
<u>Tender No. BHEL/HWR/CDX/ENQ/2425-006 Dt 22/11/2024</u>			
<u>Project: Transportation of 800MW TG Stators from BHEL Haridwar to Mahan, Lara & Raigarh sites</u>			
Sl.	Description of work	Total Volume of transportation work (Kilometer)	Rates quoted by bidder in Rs. Per Kilometer
1	Transportation of 800MW TG Stators (total 6 Nos)	7808	<div>----- (in figures)</div> <div>----- (in words)</div>

NOTE:-

- I. Above rates are **valid for period of 150 days** from date of techno-commercial bid opening.
- II. Rates should be quoted in figures as well as words and in INR only.
- III. Rates are to be quoted by taking into consideration the weight of transportation accessories such as spreader beam etc., if required by bidder/ contractor. No extra payment will be made in this regard.
- IV. The above rates quoted **inclusive of all** incidentals (like Taxes and Duties, etc.) except for GST.
- V. The above rates quoted are **inclusive** of all civil work, by-pass construction, MoRTH, railways shut down, distance travelled during actual execution etc.
- VI. The above quoted rates are **applicable for total transportation work** as mentioned above.
- VII. 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.
- VIII. The actual route/ actual distance may vary from the data as mentioned above. BHEL is not responsible for route or distance travelled during actual execution and it is transporter's responsibility to deliver stators safely and timely. It is also transporters responsibility to conduct IRDA approved route survey and submit the same to BHEL Haridwar at least One month before lifting of consignment and follow the route accordingly. Bidder has to quote rates in Rs. per km for total work i.e. 7808 km based on their assessment of route/ distance.
- IX. The award of work shall be issued **at firm rate** i.e. **approved rate in Rs. Per Km multiplied by distance given in Tender Enquiry. No extra claim** on account of any civil work, by-pass construction, MoRTH, railways shut down, **distance travelled during actual execution** etc shall be entertained by BHEL. Loading/ unloading of consignment at BHEL Haridwar or site and transit insurance of consignment shall not be in bidder's scope. Transporter has to deliver the stator within **transit time period** as given in terms and conditions beyond which late delivery (Liquidated damage) charges shall be applicable.

Signature & Seal of Authorized signatory

ANNEXURE-D**(Letter of compliance/ Undertaking in Company's Letter Head)**

Ref No: BHEL/HWR/CDX/ENQ/2425-006

Date: 22/11/2024

Subject: **Tender No. BHEL/HWR/CDX/ENQ/2425-006 Dated 22/11/2024**

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 bids **for all statoms** 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 bids, 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 consignments simultaneously transportation of all three projects. Also, it is confirmed that we will be able to place suitable girder bridge (wherever applicable). We also confirm fitness validity of axles, prime movers, other equipment required for transportation of consignment during currency of contract.

At the time of execution, before loading we shall furnish adequate documents to the satisfaction of BHEL/Underwriter of BHEL regarding the capability, suitability and for fulfilling the statutory requirements.

Thanking you,

Yours faithfully,

ANNEXURE-E**Freight Bill Performa****TENDER No.: BHEL/HWR/CDX/ENQ/2425-006****Dated 22/11/2024**

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 _____

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

ANNEXURE-F

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at_____ hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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.

.....
We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank 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 Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....

b) This Guarantee shall be valid up to

c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

Note for the contractor:

1. The claim period of the BG should be minimum 6 months from expiry date.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s), Uttarakhand, where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

ANNEXURE-G

Details of Prime Movers

(To be filled in accordance with Clause No. 1 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	Insurance valid upto
01											
02											
...											

(*) Owner will be considered only as per clause. No. 1 of Annexure-A

Annexure-H

Details of Axles

(To be filled in accordance with Clause no. 1 of Section-I of Annexure-A)

Sl.No	Owner (*)	Axle Reg. No.	Chassis No	Registered capacity per axle (in MT) as per Gazette	Load carrying capacity per axle (in MT)	Gazette page No. in the bid	No of Axles	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	Insurance Valid Upto	Year of Manufacture	Make
1															
2															
3															
...															

(*) Owner will be considered only as per clause. No. 1 of Annexure-A

ANNEXURE-I

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 bids 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 equipment's (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

ANNEXURE-J

Details of Experience (By Road Transportation)

(To be filled in accordance with Clause no. 1 of Section-I of Annexure-A)

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

ANNEXURE-K**INTEGRITY PACT****Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be- entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6

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

Ankit Vasa

For & On behalf of the Principal
(Office Seal)

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

Place Haridwar

Date _____

Witness: *Vinod*

(Name & Address) Vinod Kumar
CDX

Witness: _____

(Name & Address) _____

Clause on IP in the tender

“Integrity Pact (IP)”

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

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

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

Note:

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

Details of contact person(s):

1- Name: Amit Varan
 Deptt: CDX
 Address: BHEL/HEEP, Ranipur
 Haridwar-249403
 Phone: 01334-281050
 Email: avaran@bhel.in

2- Name: Vineet Kumar
 Deptt: CDX
 Address: BHEL/HEEP, Ranipur
 Haridwar- 249403
 Phone: 01334-281556
 Email: vineet.k@bhel.in

ANNEXURE-L**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY****(On non-Judicial paper of appropriate value)****Bank Guarantee No..... Date.....****To****(Employer's Name and Address)**

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....(Tender Conditions), M/s. having its registered office at(hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....invited by(name of the Employer) through its Unit at(The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank] having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer 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 Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India. Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to
- c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

Note for bidders:

1. The Claim period of the above Bank Guarantee must be minimum 6 months from expiry date.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the Uttarakhand State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/ Bank issuing the guarantee.

ANNEXURE-M**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,
AGM, CDX
BHEL Haridwar

Dear Sir,
Subject: **No Deviation Certificate**

Reference:

- 1) Tender Enquiry Number:
- 2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender Enquiry Number.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

Date:

Place: