

TRANSPORT CONTRACT TENDER DOCUMENT

2012-2014

Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Insulator Plant, Jagdishpur
CSM Nagar (UP) 227817

CONTENTS

<u>Description</u>	<u>Page No</u>
1. Notice Inviting tender	3
2. General terms and conditions	4 – 12
3. Special terms and conditions	13 -15
4. Technical & Commercial Bids Annexure C	16
5. Price Bid Annexure D	17 -19
6. Detail of Crates for full truck load –Annexure F	20
7. Security Deposit – Annexure G	21
8. Covering letter for submission of Tender Document	22
9. Qualifying requirements	23
10. Price Bid Evaluation	24
11. Detail of Distances to Selected Destinations Annexure E	25-26

Other Documents

A. Business Rules for Reverse Auction : Reference Copy

B. Calculation Sheet for arriving landed cost as per Price Bid Evaluation criteria

BHARAT HEAVY ELECTRICALS LTD
INSULATOR PLANT
INDUSTRIAL AREA JAGDISHPUR, DIST. C.S..M.Nagar (Earlier- Sultanpur) (U.P.) 227817
PH: 05361-270064, 267210

Tender No: TE-072

Dated : 09.08.2012

TENDER NOTICE

Sealed Tenders in two part bids are invited for the following work from reputed/experienced & IBA approved transporters on the date and conditions mentioned below :-

01. Name of Work: (i) Transportation of consignments by lorry from any place all over India to BHEL I.P. Jagdishpur, Dist.Chatrapathi Sahuji Maharaj Nagar (Earlier- Sultanpur) U.P. 227817and vice versa.
(ii) Transportation of materials from any place to any place in India other than BHEL I.P. Jagdishpur.
(iii) Transportation of materials to neighboring countries like Nepal & Bhutan.

02. Approx. Value : Rs. 500 Lac per annum.

03. Cost of Tender : Rs. 2500.00 (Rupees Two Thousand only)

04. Earnest Money : Rs 2.00 Lac (Rupees Two Lakhs Only)

05. Security Deposit : As per details in Annexure G

06. Date of Collection of Tender Form : From **11.08.2012 to 29.08.2012**. The tender forms shall be collected from the office of Dy Manager/Stores between **9 am to 2 pm** on all working days.

07. The tender shall be dropped by 30.08.2012 before 14 : 00 hrs in the tender Box kept in the Administrative building of BHEL-IP

08. Due Date & Time of tender opening of Technical Bid :

On 30.08.2012 at 14 : 00 hrs, Venue :Administrative building of BHEL-IP

The tendering will be conducted through "On line bidding" by "Reverse Auction". The Reverse Auction will be conducted only with those bidders who are TECHNO COMMERCIALY qualified. The Web based tendering will be conducted by our service provider. Training for auctioning will be rendered by service provider.

Tender form indicating general terms & conditions, Special conditions/Technical & commercial Bid/Price Bid and proposed agreement alongwith annexures can be obtained from Incharge (Stores) after depositing Rs.2500/- (Rupees Two thousand five hundred only) in accounts department of BHEL I.P. Jagdishpur.

Visit <http://www.bhel.com> for further details

(SR. MANAGER/MM)

ANNEXURE – A**GENERAL TERMS AND CONDITIONS**

01. Tender Documents can be obtained in person on all working days on payment of cost of Tender Form i.e. **Rs 2500.00** in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Limited, payable at Bank of Baroda I.A. Jagdishpur or State Bank Of India, IGFC branch I.A. Jagdishpur.
02. Offer should be accompanied with Earnest Money of **Rs 2.0 Lakhs** in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Limited payable at Bank of Baroda I.A. Jagdishpur or State Bank Of India IGFC branch I.A Jagdishpur, failing which offer shall not be considered. The EMD will not carry any interest.

Successful Tenderers will have to deposit Security Money as in Annexure G within ten days after award of LOI or contract which ever is earlier. Bank guarantee should be from BHEL consortium banks as per attached list in this annexure. In case of DD it should be drawn in favour of Bharat Heavy Electricals Limited, payable at Bank of Baroda, I.A. Jagdishpur or State Bank Of India IGFC branch I.A. Jagdishpur.

03. The Contract will be valid for 02 years from the date of issue of LOI .
04. Tender will be opened in the Tender opening room of BHEL-IP on the above specified date and time in the presence of those who may like to be present.
05. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of BHEL shall be final.
06. Tenders not submitted in prescribed format. **(Annexure C and D)** shall be rejected
Every page of the tender must be signed by the tenderer.
07. While submitting the Tender, it will be ensured by the Tenderers that the bid is of two bid system and therefore **Technical Cum Commercial Bids** (Part 1) and **Price Bids** (Part 2) are submitted **separately in sealed envelopes clearly writing the TENDER NO & DUE DATE and “TECHNICAL BID” OR “PRICE BID” as the case may be.** Both the bids shall be put in one sealed envelop along with **TENDER NO & DUE DATE** clearly mentioned on top of the envelop.

Technical Bid should cover all details regarding registration, details of Branches in India, balance sheet of the Co., organizational details, infrastructure of the Co. and terms and conditions etc. Price Bid should be for Rates as per requirement of the BHEL given in Tender Documents.

If the offer is found in opened condition, the same offer will be liable for rejection. The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course. BHEL will decide on the starting bid in the REVERSE AUCTION. General Terms and

Conditions of Reverse Auction are furnished for reference purpose only. The details such as name of service provider, time and schedule of reverse auction will be provided to all technically qualified vendors on later date. However, Bidder are requested to go through reverse auction business rules , terms and conditions and undertaking for the acceptance of same shall be submitted with techno- commercial bid. Business rule and event of auction will be furnished by our service provider.

After the completion of Reverse Auction, L1 bidder shall provide duly signed break up of rates on Annexure D to the service provider with a copy to BHEL along with calculation sheet.

08. All the tenderers must furnish their Income-Tax PAN, Service Tax Registration No. Copies of these to be attached along with the offer.
09. Latest income tax clearance certificates is to be submitted.
10. The distance charged will be the shortest distance through national highways or state highways or combination of both. In case of places or destinations not located on national highways or state highways , the same shall be enquired from customer / supplier or searched through internet maps etc. It may be noted that calculation of shortest distance shall be done from following sources...

Road Map of India issued by survey of India

Motoring guide of India latest edition published by Automobile Association of India Calcutta

TTK guide map

Websites like in.maps@yahoo.com , google.com

Ascertaining from local authority / site

The distances given in Annexure E or approved during the tenure of contract may also be revised on knowing new facts from any of aforesaid sources and transporters from time to time. However the revised distance shall be implemented for consignments dispatched (Date of dispatch) after the date of approval of revised distance. However, for the consignments dispatched before the date of approval earlier approved distance only shall be paid. In all cases decision of the committee formed by BHEL will be final.

List of major destinations distance is enclosed for reference (Annexue E).

11. Order can be split into maximum six (6) transporters to meet the requirement of BHEL, IP, Jagdishpur.
12. Based on the number of transporters accepting the L-1 rates offered as per price bid evaluation criteria of this tender, BHEL may consider , to the extent possible, following percentage of work load per annum for outgoing consignments from BHEL, IP, Jagdishpur to various places amongst the transporter based on their rank i.e. L1 , L2, L3 etc

No of Transporter's	L1	L2	L3	L4	L5	L6
1	100	0	0	0	0	0
2	60	40	0	0	0	0
3	50	25	25	0	0	0
4	40	20	20	20	0	0
5	32	17	17	17	17	0
6	30	14	14	14	14	14

The above distribution of load shall be further regulated based on their performance rating (Quarterly evaluation) as below and if the transporter's rating is below 50 % then outward load to the transporters may not be given.

QUALITY RATINGS

EVALUATION AND DISTRIBUTION OF POINTS

POINTS FOR DISTRIBUTION WILL BE AS FOLLOWS OUT OF 100 POINTS

- 1) QUALITY : 30
- 2) DELIVERY : 40
- 3) SERVICE : 30

Quality rating 30 % [Condition of consignments to the customer / IP Jagdishpur]

- Consignment delivered in sound conditions (26)**
- Consignments with Shortages / Damages within 1 % (18)**
- Consignments with Shortages / damages more than 1 % (10)**
- No transshipment (4)**

Delivery rating 40 % [Material delivery to the customer or to IP, Jagdishpur]

- 90 % & above consignment within scheduled time (40)**
- 75 to 89 % above consignment within scheduled time (30)**
- Below 75 % consignment within scheduled time (15)**

Service rating 30 % [Placement of vehicle at our supplier end or at IP, Jagdishpur]

- 90 % & above consignment within scheduled time (30)**
- 75 to 89 % above consignment within scheduled time (20)**
- Below 75 % consignment within scheduled time (10)**

13. The base rate of diesel that is to be taken for calculation for PV purpose is **Rs 44.83** per ltr which is the rate for ordinary diesel at IA Jagdishpur on 30.08.2012.

14. The contractor shall be responsible for safe transportation of goods as per GR details & weight.

The contractor shall have to effect open delivery of the cases externally damaged or in case of doubt of weight difference and shall have to give us the shortage certificate. He shall be liable to make good such shortages/ damages. BHEL reserves the right to reject the material in total and claim 100% from the Contractor on account of damages/shortages. The cost so assessed by BHEL or their authorized Representative shall be final. In case of dispute, the same shall be settled by Head of Unit IP Jagdishpur.

15. INSURANCE CLAUSE

- (i) In case of accident in transit, transporters shall register FIR to nearest police station and shall inform BHEL immediately. Report the case within 7-days to nearest branch of our insurance company (presently it is New India Assurance Company) and also ensure for on the spot survey by branch office of the Insurance company under intimation to BHEL, I.P., Jagdishpur, immediately. In all such cases, the survey report is to be obtained from the underwriter and the same is to be submitted to BHEL.
 - (ii) The consignments should be delivered in sound / good condition. Transporters will obtain on GR the shortage / damages clearly [No overwriting or cutting] in specific numbers [Packages in case of packed condition and Items in case of unpacked condition] and not in general terms from the consignee. In case of overwriting or cutting freight bills shall be settled after receipt of MRC from customer and damages / shortages recorded in MRC shall be final.
 - (iii) For damages reported (at the time of delivery of material on the basis of receipted GR) more than Rs.20000/-, transporters shall submit a request letter for survey to the Insurance Company immediately & obtain a receipt on the letter & the copy of the letter shall be submitted to our Finance department and concerned department of BHEL, I.P., Jagdishpur immediately. In all such cases, the survey report is to be obtained from the underwriter and the same is to be submitted to BHEL.
 - (iv) In case of non-settlement of insurance claims due to transporters fault, suitable recovery shall be made from them. For the cases where minimum claim amount is restricted by the underwriter or by BHEL and it is established that transporter is not at fault, deductions shall not be made from the transporter. However in such cases transporter has to certify / prove that no transshipment is done.
16. All tenderers should have their branch office equipped with computer with internet facility for prompt communications at Jagdishpur either at present or within 10-days of award of contract. In case this condition is not fulfilled then the work award is liable to be cancelled and may be awarded to next ranking transporter. All the transporter shall provide their E-mail address of local branch office & head office along with technical bid.
17. All terms and conditions as stipulated in the agreement format mentioned in tender document, must be referred while submitting the tender.
18. In case of award of order, an agreement is to be signed with BHEL on 100 rupees non-judicial stamp paper.
19. EMD by the tenderer will be forfeited as per tender documents if
- (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - (ii) The tenderer does not commence the work within the period as per LOI/contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract.
 - (iii) In these case work may be awarded to next ranking transporter

Note:- EMD will not be eligible for interest

20. Offer to be kept valid for 90-days from the date of opening of tender.
21. All litigations are to be in the jurisdiction of Dist CSM Nagar (Earlier Sultanpur district) only .
22. All general terms and conditions and special conditions enclosed with tender document are applicable in the agreement.

23. Special conditions for despatches of Raw Materials etc.

- (i) We are getting raw materials (full truck load) from various places and specially Bikaner, Ajmer, Beawar, Shahabad, Hardwar, Elluru, Thangarh, Chaibasa and Nagpur etc. Our suppliers/ representatives will submit requisitions in writing in triplicate to your branches and these requisitions will be received and signed by your branches in token of having received the requisition. Trucks will be provided by your branches within 07 days time from receipt of the requisition from our supplier/representatives. In case, your branches are refusing to receive the requisition from our suppliers/representatives or the truck is not provided within 07 days time, alternative arrangements would be done by our suppliers/representatives through other transporters and the difference of freight shall be adjusted from your pending bills.
 - (ii) While transporting Cement / Similar Materials, extra care to be taken while transporting it. In case of any rejection due to transportation (e.g. setting of cement) amount shall be deducted from transporters which includes cost of materials as well as freight charges.
24. Your branches specially at the places mentioned above, would remain in constant touch with our Suppliers and would provide trucks as and when needed.
 25. A circular will be issued from your Director to all your branches and specially to the places mentioned in 6.1 that requisitions from our suppliers/Representatives will be received immediately when these are submitted to them and truck should be provided without any delay. A copy of the circular would be given to Stores Executive of BHEL within 10 days time of the Contract.
 26. Mixed (Two or more type of ceramic raw-materials in a truck/lorry) transportation is not allowed. In case it is resorted to then cost of entire raw-materials will be deducted from the transporters and transportation charges for the same will not be paid.

27. Settlement of Disputes

28. If at any time, any dispute or difference whatsoever shall arise between the Company and the Contractor, upon or in relation to or in connection with the Contractor the same shall be referred to the sole arbitration of the Head of Unit of the Company or such other persons as nominated by the Head of the Unit or the person so appointed by him, had to deal with the matter to which the agreement relates. The award of Unit Incharge of BHEL Jagdishpur or

the Arbitrator so appointed shall be final and binding on the Company and the Contractor. The arbitration proceedings shall be held at Jagdishpur, Sultanpur (U.P.).

29. Work under contract shall be continued during the arbitration proceedings unless otherwise directed in writing by the Company or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator.
- (i) Jurisdiction in all suits shall vest with the Courts honoured by BHEL Jagdishpur or adjoining region only.
 - (ii) Once the contract is signed, the Contractor shall not sublet or transfer the full contract or any part thereof which will tantamount to termination of the contract.
 - (iii) This contract as entered into between the aforesaid Company and successful tenderer, in no way nullifies, reduces, mitigates or absolves the aforesaid parties for any responsibility, obligation or liability that may devolve upon the said parties as according to the Carriers Act 1865 (as amended up to date).
 - (iv) The Contractor shall be responsible for all acts of their staff and sub agents and liabilities arising therefrom.
 - (v) The quantities given in the schedule are tentative and are liable to variation. No claim for variations will be entertained on this agreement.

30. EXTENSION PERIOD FOR DELIVERY OF GOODS:-

where transporter is not at fault and special circumstances exist, head of Commercial/MM department can grant grace period upto five days in each case over and above transit period allowed in contract. Both for Incoming & Outgoing materials grace period beyond above under force major can be allowed by Head of unit, I.P., Jagdishpur.

31. Extension and Termination of Contract

- (i) BHEL Management will have an unconditional option to extend the said period of contract by another **two year** or its part on same rates, terms & conditions, if it is found expedient in Company's interest or can terminate the contract at any time without assigning any reasons thereof.
- (ii) If the Contractor fails or neglects to observe and perform any of the terms and conditions of the Agreement, the Company may without prejudice to any other right to it may have in that behalf terminate this contract by giving one month's notice in writing in which case the security deposit of the contractor shall stand forfeited to Company without prejudice to the Company right to recover from the Contractor any amount by which the cost completing the work by any other agency shall exceed the value of the contract.

- (iii) The Company reserves the rights to place the contract simultaneously with any other contract/ Contractors as deemed fit at any time during the period of contract in the interest of the work for any area.
- (iv) If the Contractor withdraws his offer after acceptance of his offer or fails to start the work/quits the work, in accordance with the instructions of the Officer-in-Charge, the Security Deposit made by him will be forfeited.

32. Security deposit : As per attached annexure G

33. Information System

- (i) The contractor shall keep a close liaison with the office of the Materials Management (Purchase & Stores Department both) and Commercial Department of Insulator Plant, Jagdishpur to take instructions, guidance and orders for all the routine works for which written orders may not be necessary and ordinarily given. For carrying out the above works successfully, it will be obligatory on the part of the Contractor to post a Branch Manager at Jagdishpur who should keep day to day liaison with Stores Executive of the Stores Division, BHEL, Insulator Plant, Jagdishpur . Similarly such liaison shall be maintained by the Contractor's Managers with leading Suppliers of BHEL, Regional Managers (BHEL) at Calcutta, Bombay, Delhi and Chennai. Transporters shall have to inform their all branch offices and also to their Jagdishpur office.
- (ii) The Contractor will ensure that whenever he books material from any place in India, representative there will send information of consignment by post/ mail within 24 hours of booking to Stores Executive of the Company.
- (iii) The contractor will give a monthly statement to the Company regarding wanted information/ documents/payments from the Company.

34. Requirements of Performance

- (i) Before booking our consignments, Contractor's representative will have to take care that consignments (whether packed or open type) carry either a packing slip fixed on outside the package or paint written on it. Minimum requirements are our Purchase Order reference, name of BHEL Insulator Plant, name of consignor with booking station. Besides, carrier agent must ensure that he collects copy of Invoice, party challan and Form 38 wherever applicable.
- (ii) All the materials pertaining to BHEL, Insulator Plant, Jagdishpur irrespective of the name of consignee given on Goods Receipt will be delivered in BHEL Jagdishpur for which door delivery charges will be paid. Door delivery charges pertain to small consignments only and no door delivery charges are payable in case of full trucks. It is clarified that BHEL Insulator Plant in Jagdishpur is a separate notified area and as such any octroi, municipal tax paid on any consignment brought through Jagdishpur is not at all reimbursable.

- (iii) All the Road Permits or any other relevant authorization from competent authority will be obtained by the Contractor at his own cost. Any contingency arising in this respect will be entirely Contractor's responsibility. He will be responsible for any mishap, accident enroute and consequences thereof including legal complications if any.
- (iv) The GR by the booking station should be complete and there should not be any cutting/over writing on it at consignor station or on the way. Signature and seal of the consignor should be obtained on the GR itself. The copy of the original GR should be presented along with the material at the time of delivery. The Invoice/Challan of consignor and the counterfoil of Form 38 will have to be surrendered along with the material at the time of delivery.
- (v) The Contractor will carry material/goods/packages/consignments of what ever kind of description and weight and vehicle carrying such consignments shall be suitably equipped for the same. They will take all the due care for protecting the consignments from rains and will be responsible for safe and sound conditions during their possession. Contractor will take all due care of consignments while loading/unloading and during transshipment will provide all packing and lashing at their cost. Transshipment is generally not allowed. However in special circumstances transshipments can be allowed with prior permission of BHEL.
- (vi) After satisfying themselves possession of the materials in good condition and required quantity LRs should be issued by transporters.
- (vii) The weights, measurements and the description of goods/materials mentioned in the Challan/packing lists of the company or its suppliers shall be the basis of assessing the losses in transit for recovery of damages/compensations therefrom. The contractor shall be responsible for any discrepancy, found at the destinations, in respect of the description of weights, measurement, quantities and soundness of the materials/goods/consignments. The Contractor shall also be responsible for checking the packing conditions of consignments and drums, before they take delivery of the same for transportation. Once the materials are transported by the transporter, it is deemed to have been handed over the material by the consignor in good conditions.
- (viii) The carriers and its agents shall comply with all security & statutory regulations of the Company in the matter of entry into, exists and the movement inside the Premises of BHEL, Insulator Plant.
- (ix) All vehicles for Incoming/Outgoing materials for BHEL, Insulator Plant, Jagdishpur will be allowed to enter the Plant only between 8.30 AM to 11.00 AM and 11.45 AM to 14.30 PM. These timings are subject to alteration at the discretion of BHEL Management with due notice on all working days. Normally vehicles will be unloaded within five hours if transporter's agent has complied with requirement of documents and packing slip as per clause Nos. 6.1, 6.4 and 6.7. Detention of transporter's vehicle beyond the above period because of non-compliance of these clauses will be on their account and BHEL Insulator Plant Jagdishpur in no way will be responsible for such abnormal detentions. BHEL will not pay any detention

charges, if materials could not be unloaded on same day or next day due to unavoidable reasons.

- (x) Performance of Inward transportation shall be taken into account for allotting Outward load.
- (xi) The contractor shall be responsible for safe transportation of goods. The contractor shall have to effect open delivery of the cases externally damaged or in case of doubt of weight difference and shall have to give us the shortage certificate. He shall be liable to make good such shortages/ damages. BHEL reserves the right to reject the material in total and claim 100% from the Contractor on account of damages/shortages. The cost so assessed by BHEL or their authorized Representative shall be final. In case of dispute, the same shall be settled by Head of Unit IP Jagdishpur. And claim will be recovered from Underwriters / Insurance Company against shortages / damages i.e. on receipt of proper documents, BHEL will prefer claim with Underwriters / Insurance company against Shortages / Damages. On realisation from Insurance company amount shall be refunded to the transporters.

NOTE : TRANSHIPMENT IS NOT ALLOWED. HOWEVER INCASE IT IS RESORTED TO WITH OUT PRIOR APPROVAL OF COMPETENT AUTHORITY IN BHEL THEN SAME SHALL ATTRACT PENALTIES. AND ANY LOSS / DAMAGE OF MATERIAL REPORTED BY CUSTOMER WILL BE RECOVERED FROM RUNNING BILLS. HOWEVER, IN VERY SPECIAL CIRCUMTAMCES TRANSHIPMENT CAN BE PERMITTED WITH PRIOR APPROVAL OF COMPETENT AUTHORITY OF BHEL.

ANNEXURE - B**SPECIAL CONDITIONS**

POINTS	DESCRIPTION
Security Deposit	Within 10 days after award of LOI or Contract whichever is earlier.
Period of Contract	02 Years
Validity of offer	90 Days
Penalty Clause	<p>(I) Refusal to lift material – Rs 2000.00 & If extra paid by BHEL for lifting of material then same to be deducted from transporters. However, under force majeure conditions, the same does not apply.</p> <p>(II) Penalty for late delivery on FTL : Rs 300/- per day and maximum 50 % of freight bill and payment of actual weight will only be made.</p> <p>(III) For delay in delivery of small consignments / part load: Rs 50.00 per day as a penalty, subject to 50% of bill amount. In IBC cases handing over of Bank released consignee copy and in GR cases handing of GR copy will be considered as intimation for delivery of materials.</p> <p>(IV) The materials is to be lifted from Suppliers / BHEL, Jagdishpur within 3 working days from the date of intimation in writing or through E mail failing which penalty of Rs.2000/= will be imposed & additional Rs. 200 /= per day from 5th day onward and the same shall be deducted from the transporter's bill. The day of intimation is excluded in above.</p> <p>(V) If the Transporter fails to supply the required number of vehicles with in ten days, BHEL-IP reserves the right to fix up any other Carrier who can render immediate service and the extra freight paid over the Contract rate shall be recovered from the bills pending or security money to be paid to the Contractor who fails to supply such vehicles. If such instances are repeated frequently, the matter will be viewed seriously and action will be initiated for breach of contract.</p>

Note: Where transporter is not at fault and special circumstances exist, head of Commercial/MM department can grant grace period upto five days in each case over and above transit period allowed in contract. Both for Incoming & Outgoing materials grace period beyond above under force majeure can be allowed by Head of unit, I.P., Jagdishpur

Submission of Receipted Challans	20 days from the date of delivery failing which penalty @ Rs 25/- per day. Subject to maximum Rs. 500/GR
Ground rent, wharf age at transporters godown	Not applicable.
Voluminous consignments	400 kgs. Equivalent to 1 cubic meter size may be verified at booking Station and counter signature at BHEL Stores.
Distance covered per day.	<ul style="list-style-type: none"> - 200 KM per day for FTL. -125 KM per day for FTL Hilly Area. - For small / part load consignments. <ul style="list-style-type: none"> i) 0-500 kms 10 days ii) 501-1000 kms 15 days iii) 1001 & above 20 days - For material lifting from Lucknow <ul style="list-style-type: none"> (i) FTL - 01 day. (ii) Small – within 03 days.
(Excluding loading and unloading day)	
Insurance Clause	As per General Terms and Conditions of our contract Tender Document. In case of dispute, the same shall be settled by head of the Unit I.P. Jagdishpur.
Detention Charges at BHEL	Not payable.
Entry Tax /Toll/Octroi	Entry tax wherever payable, have to be paid initially by the Contractor which shall be reimbursed to the contractor on submission of documentary proof .
Service Tax	Service Tax is directly being remitted by BHEL. Transporters have to provide details of Service Tax on their Bills
Part Truck Load	<ul style="list-style-type: none"> Less than 12.5 MT (ABC Category.) Less than 15 MT (D Category) Less than 18 MT (E Category) Less than 20 MT (F Category)
Minimum chargeable weight	100 kg
Minimum chargeable distance	60 kms
PVC-Clause	33.33% of %age increase/decrease in the prices of Diesel at Jagdishpur. PVC Clause will be operative only when the increase/decrease in

Diesel price is more than Rs 1.00 from the date
Of award of LOI/Contract.

GR/LR Copy	01. For Incoming Material : 02 copies for Stores Department to be given in original from despatch place & 2 photocopies of GR/LR also. 02.For Outgoing Materials : 02 copies for Commercial Department to be given in original from despatch place.
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Transshipment	Transshipment is not allowed. In case it is resorted to then same shall attract penalties. However, in very Special circumstances transshipments can be permitted with prior approval of competent authority of BHEL.
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Payment	Within 45 days from the date of receipt of Bills.
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After award of Contract	All Branch offices to be informed with copy to BHEL & Jagdishpur office of Transporter.
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TECHNICAL & COMMERCIAL BIDS

- 01. Tender No. :** TE- 072, Dated 09.08.2012, due on 30.08..2012.
- 02. Name of Work :** (i) TRANSPORTATION OF CONSIGNMENTS BY LORRY FROM ANY PLACE ALL OVER INDIA TO BHEL JAGDISHPUR AND VICE –VERSA.
(ii) Transportation of materials from any place to any place in India other than BHEL, I.P., Jagdishpur.
(iii) Transportation of materials to neighboring countries like Nepal & Bhutan.
- 03. Name of Bidder :**
- 04. Details of Earnest Money Deposited (proof to be enclosed) :**
- 05. Whether agree to deposit Security Money as per Tender Document :** Yes/No
- 06. Proof of Registration**
- 07. List of Branches in India(to be enclosed)**
- 08. Copies of last 3 years Balance Sheet duly certified by Chartered Accountant alongwith Auditor report and IT returns to be enclosed for past 3 years**
- 09. Organizational details with infrastructure of the Co. included covered/uncovered space available (to be enclosed)**
- 10. Any other information which Bidder may like to furnish**
- 11. PAN No.**
- 12. Owned fleet details, in nos category wise.(sl no 1 of qualifying requirements)**
- 13. Details of contract with other units of BHEL along with copy of order**
 - (i) Name of units
 - (ii) Litigation if any
- 14 Whether IBA approved(Attach proof):**
15. Details of e-payment duly certified by banker
16. An undertaking on Rs100 stamp paper duly attested by a notary indicating that transporter will comply with all statutory rules/regulations promulgated from time to time by Central govt./state govt of UP and local area authority of IA, Jagdishpur.
17. We have gone through the business rules of REVERSE AUCTION and hereby agreed to them

Note:- all relevant documents to satisfy qualifying requirements to be furnished

ANNEXURE 'D'**PRICE BID****A. SCHEDULE OF RATES FOR TRANSPORTATION CONTRACT INCLUSIVE OF LOADING & UNLOADING CHARGES AT ANY PLACE: OUTGOING CONSIGNMENT**

SN	Categories	Rates per MT per K.M.		
		For distance	For distance	For distance
		0 to 200 km	201 to 500 km	501 km & above
		Rs. P.	Rs. P.	Rs. P.
1	A, B & C (loose items within truck body) Size up to 6.5 X 2 X 2.1 Mtrs.			
2	'D' - L X W X H Size above 6.5 X 2 X 2.1 Mtrs. to 6.5 X 3 X 3 Mtrs.			
3	'E' - L X W X H Size above 6.5 X 3 X 3 Mtrs. to 9.5 X 3.5 X 3 Mtrs.			
4	'F' -Above category 'E' Size above 9.5 X 3.5 X 3 Mtrs.			

05. Rates of other / light commercial vehicle for distance given in above columns for Categories A,B & C only Copy of "Registration copy" of vehicles is to be enclosed with the bills.

a) Vehicle capacity 3 MT : **50** % of FTL 15 MT

b) Vehicle capacity 5 MT : **55** % of FTL 15 MT

c) Vehicle capacity 9 MT : **65** % of FTL 15 MT

06 Door Delivery Charges (Except Full Truck Load)

(i) Upto 500 Kgs. : Rs. **125** per consignment.

(ii) 501 Kgs. and above : Rs. **20** per quintal.

B. SCHEDULE OF RATES FOR TRANSPORTATION CONTRACT (EXCLUDING UNLOADING AT BHEL IP JAGDISHPUR): INWARD CONSIGNMENT

SN	Categories	Rates per MT per K.M.		
		For distance	For distance	For distance
		0 to 200 km	201 to 500 km	501 km & above
		Rs. P.	Rs. P.	Rs. P.
1	A, B & C (loose items within truck body) Size up to 6.5 X 2 X 2.1 Mtrs.			
2	'D' - L X W X H Size above 6.5 X 2 X 2.1 Mtrs. to 6.5 X 3 X 3 Mtrs.			
3	'E' - L X W X H Size above 6.5 X 3 X 3 Mtrs. to 9.5 X 3.5 X 3 Mtrs.			
4	'F' -Above category 'E' Size above 9.5 X 3.5 X 3 Mtrs.			

05. Rates of other / light commercial vehicle for distance given in above columns for Categories A,B & C only Copy of "Registration copy" of vehicles is to be enclosed with the bills.

- a) Vehicle capacity 3 MT : **50** % of FTL 15 MT
b) Vehicle capacity 5 MT : **55** % of FTL 15 MT
c) Vehicle capacity 9 MT : **65** % of FTL 15 MT

06 Door Delivery Charges (Except Full Truck Load)

- (i) Upto 500 Kgs. : Rs. **125** per consignment.
(ii) 501 Kgs. and above : Rs. **20** per quintal.

07. For categories A,B,C full truck load will be treated as 15 MT, for D will be 20 MT and for E 25 MT & F 30 MT. Above FTL, freight will be paid on pro rata basis.

08. Rates for Hilly Areas : **15 % extra**. North Eastern Regions, Siliguri, J&K, Rishikesh, Kumaon and Garhwal Regions, also Nepal, Bhuttan and Himachal Pradesh shall be considered as a hilly areas. No other regions shall be considered as hilly area.

09. Transshipment is not allowed. In case it is resorted to then same shall attract penalties. However, in very special circumstances transshipments can be permitted with prior approval of competent authority of BHEL.

10. Consignments weighing less than 12.5 MT for Categories A,B,C & less than 15MT for D , less than 18 MT for E and less than 20 MT for Categories F will be treated as part load.

Rates for Part Load : For ABC categories 20 % extra would be applicable subject to limit that freight charges would not exceed that payable FTL

11. For calculation of weights for material loaded the design weight given by our engineering department shall be final. Further for various types of insulators no of crates for FTL are given in annexue “F”

12. Loading and unloading shall be responsibility of transporters at all places. **All the transporters should quote the outward consignment transportation rates inclusive of loading & unloading charges in PRICE BID A and Inward Consignment rates excluding of unloading at BHEL IP Jagdishpur in PRICE BID B.** If any case is reported from our supplier / customer that transporter has not loaded / unloaded at transporter’s cost, the cost of same will be recovered from the transporter concerned

NOTE :-

1)All statutory obligations including ESI of labourers shall be responsibility of contractor and BHEL in no way would accept any liability in this regard.

2) Fork lifter / Crane shall be provided by BHEL for items above 100 kgs only .

13. Payment : Within 45 days from the date of receipt of bills.

14. Transportation period allowed will exclude the loading & unloading day besides the distance covered per day which is given below.

- | | |
|--|---------------------------------------|
| The Distance covered per day. | - 200 KM per day for FTL. |
| For inward, outward and other transportations. | -125 KM per day for FTL Hilly Area. |
| | - For small / part load consignments. |
| | i) 0-500 kms 10 days |
| | ii) 501-1000 kms 15 days |
| | iii) 1001 & above 20 days |
| | - For material lifting from Lucknow |
| | (i) FTL - 01 day. |
| | (ii) Small – within 03 days. |

Annexure F**Details of crates for full truck load**

Insulators packed in wooden packing crates with approx weight of 50 to 75 kgs are to be loaded in trucks for outward despatches to our various customers. The weight of these shall be given by our engineering department on weighted average basis. **The weight calculated by engineering department shall be final . In case the weight exceeds FTL specified by us then payment shall be made on pro rata basis.** Accordingly nos of crates shall be finalized for 15 MT i.e. Full Truck Load.

Rating of Insulators	Code	No of Insulators per Crate	Nos of Crate per 15 MT load
120KN	45	6	341
70/90/KN	45	6	371
210 KN	08	4	291
160 KN	07	5	294
160 KN ALUMINA	07	5	282
70 KN	11	5	310
120 KN	17	5	295
70 KN	17	5	310
120 KN	15	5	283
160 kN	33	4	311
120 KN	09	6	301
33 kV Top Insulators	322	1	199
33 kV Bottom Insulators	214	1	339
12 kV Hollow Bushing	339	2	504

Note : No of crates for other items (packed in crates) not mentioned in this list shall be decided on FTL basis which will be certified by Engineering deptt. of BHEL-IP. Decision of engineering department shall be final regarding any dispute w.r.to weights of crate.

Annexure G**SECURITY DEPOSIT**

Security deposit should be collected from successful bidders. The rate of security deposit will be as follows

- | | |
|--|---|
| 1) Upto Rs 10 Lakhs | 10 % |
| 2) Above Rs 10 Lakhs upto Rs 50 Lakhs | 1 Lakh + 7.5 % of the amount exceeding Rs 10 Lakhs |
| 3) above Rs 50 Lakhs exceeding Rs 50 Lakhs | Rs 4 lakhs + 5% of the amount exceeding Rs 50 Lakhs |

The security deposit is collected from the contractor before the start of the work

Security deposit may be furnished in any one of the following forms

- 1) Pay order, DD in favour of BHEL.
- 2) Local cheques of scheduled banks, subject to realization
- 3) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- 4) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 5) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
- 6) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- 7) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- 8) The Security Deposit shall not carry any interest

NOTE :

Acceptance of Security Deposit against Sl. No. (4) and (6) above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

8.2.3 Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

8.2.4 The Head of Unit may waive the Security Deposit in respect of Public Sector Undertakings, particularly on a reciprocal basis.

Dated :

From :-
M/S

To,

The Sr Manger/MM
Bharat Heavy Electricals Limited
Insulator Plant, Jagdishpur
CSM Nagar (U.P.)

Dear Sir,

Sub:-TENDER NO. TE-072, DATED 09.08.2012 DUE FOR OPENING ON 30.08.2012 AT 1500 HOURS REGARDING TRANSPORTATION OF MATERIALS BY LORRY FROM ANY PLACE ALL OVER INDIA TO BHEL (I.P.) JAGDISHPUR, SULTANPUR (U.P.) AND VICE-VERSA AND TRANSPORTATION OF MATERIALS FROM ANY PLACE TO ANY PLACE IN INDIA OTHER THAN BHEL, I.P., JAGDISHPUR & ALSO TO NEIGHBORING COUNTRIES LIKE NEPAL & BHUTAN.

I/We hereby submit my/our quotations for the above-mentioned work in accordance with the terms and conditions mentioned in the aforesaid documents. The questionnaire enclosed with the tender documents is also attached herewith, duly filled in correctly. I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms and conditions of the aforesaid documents.

I/We also forward herewith a sum of Rs 2.0 Lac (Rupees Two Lac only) by Bank Draft No. Dated _____ towards Earnest Money, to be utilized in accordance with the conditions mentioned in the documents referred to above.

TECHNICAL CUM COMMERCIAL BIDS AND PRICE BID duly marked are enclosed herewith **separately** in sealed envelope, duly marked.

Thanking you,
Yours faithfully,

(Signature of transporter)

QUALIFYING REQUIREMENTS FOR BIDDING

1. The bidders shall own a fleet of at least 50 trucks of minimum capacity 15 tonnes.
2. The details of the vehicles owned shall be furnished through authentic documents showing registration number, ownership, capacity etc I e list of vehicles owned signed by notary e.g. (Attested copies of RC books).
3. A well spread network of branches across the country- Minimum in 15 different states & 50 branch offices in other regions of country (List to be furnished).
4. Should have covered/uncovered go down with adequate facilities, either owned or rented.
5. Should submit notarized affidavit that they have not been black listed or suspended by any of BHEL units and have not been held guilty by any court of law for any offense involving fraud, dishonesty and moral turpitude.
6. Should have well equipped office in Jagdishpur with good communication facilities like phone/ fax/e mail / PC
7. Should be a IBA approved transporter.
8. Transporter should have achieved an average Turn Over of Rs10.0 Crore in the last three years, with proof of Balance Sheet / IT Return

PRICE BID EVALUATION CRITERION

The rate of Door delivery of consignments and rate for placement of vehicles other than mentioned in price bid has been fixed by BHEL as per Price bid Format. Please go through point no 5 & 6 of annexure D before quoting against the tender.

All the transporters should quote the rates inclusive of loading & unloading charges in PRICE BID A and excluding of unloading at BHEL IP Jagdishpur in PRICE BID B as per point no 12 of annexure D.

Evaluation of price bid will be carried out as described below for outgoing material: for A,B C items as per sl no 1 of price bid

X	Rate quoted for 0 to 200 km
Y	Rate quoted for 201 to 500km
Z	Rate quoted for 501 and above

$0.15*X + 0.45*Y + 0.40*Z = \mathbf{A}$ for sl; no 1 of price bid

$0.15*X + 0.45*Y + 0.40*Z = \mathbf{B}$ for sl; no 2 of price bid

$0.15*X + 0.45*Y + 0.40*Z = \mathbf{C}$ for sl; no 3 of price bid

$0.15*X + 0.45*Y + 0.40*Z = \mathbf{D}$ for sl; no 4 of price bid

Overall weightage Rate (COMPUTED PRICE) i.e Cost to BHEL =
 $0.9A+0.03B+0.06C+0.01D$

ANNEXURE- E

Details of distances to selected destinations

Sl. No.	Description	State	Distance
1	AMBALA	HARYANA	767
2	ANPARA, PIPARI, DIBULGANG	U P	377
3	ARAI	Rajasthan	779
4	BALANGIR		696
5	BANA CHANDWA	JHARKHAND	490
6	BANDA	U P	186
7	BANDI		1102
8	BANKA		743
9	BARACHHATTU		448
10	BARUIPUR	WEST BENGAL	917
11	BHAGALPUR		696
12	BIHARSARIF	BIHAR	540
13	BILASPUR	HP	895
14	BILASPUR	JHARKHAND	704
15	BOISANA (HANDAPA)		1181
16	BUNGASAHIB	PANJAB	871
17	CHERIYAL		1225
18	CHHOTE-BHANDAR	CHHATISHGARH	748
19	DONGALIA/PURNIMALWA	MP	929
20	FALTA		940
21	GARHI TARKHANA SAMARALA CHOWK	PANJAB	824
22	GAURI CHAK, FATEHPUR, PATNA		475
23	ITHKHORI LOHRAM (CHATRA)		467
24	JAIPUR	Rajasthan	675
25	JAJPUR ROAD		1102
26	JAMSHEDPUR		747
27	JOGIPUR	PANJAB	880
28	JOJOBERA		747
29	KAMALPUR		1205
30	KANCHANPURA		316
31	KANPUR	UTTAR PRADESH	157
32	KARIMNAGAR		1147
33	KESARKALA (BALANGIR)		1331
34	KHANDWA	MP	877
35	KHAPARKHEDDA	MAHARASTRA	765
36	KISHANGARH	Rajasthan	779
37	KOLKATA		890
38	KOTHIPURA/ BILASPUR	HP	895
39	LAKHISARAI	BIHAR	569
40	LATEHAR	JHARKHAND	515

41	MAREGAON		921
42	MASDI, SULTANGANJ	BIHAR	653
43	MAUDAHA(HAMIRPUR)	U P	254
44	NAGPUR		765
45	PADWA (DALTANGANG)	JHARKHAND	468
46	PANDI- STORE (BILASPUR)	JHARKHAND	704
47	PATIALA	PANJAB	880
48	PHAGI (CHHAKWADA)	Rajasthan	725
49	RAIGARGH	CHHATISHGARH	718
50	RAJGRAM (HULLANG)	WEST BENGAL	873
51	RANCHI		618
52	ROPAR	PANJAB	811
53	SAMARALA CHOWK	PANJAB	855
54	SAMBALPUR		1071
55	SAMRALA	PANJAB	824
56	SASARAM		316
57	SHAHKOT	PANJAB	942
58	SULTANPUR	U P	60
59	SUNDARGARH BAND PALI (SUNDER GARH)		922
60	TALCHAR, ANGUL, KANIHA	ORISSA	976
61	VARANASI		200

Business Rule & Terms & Conditions of Reverse Auction for the procurement of Transportation contract 2012-14 against the Tender No. TE-072 dated 09/08/2012

<u>BUYER'S NAME</u>	BHARAT HEAVY ELECTRICALS LIMITED Insulator Plant , Jagdishpur Ind. Area CSM Nagar , Uttar Pradesh 227817
AUCTION TO BE CONDUCTED BY	ABC
DATE & TIME OF AUCTION	Auction Date: aa <u>Initial Sealed Bid Auction Time: -- Minutes</u> <u>(From -- Hrs. IST -- Hrs.)</u> <u>Reverse Auction Time: -- HOUR</u> (Tentatively between -- Hrs. -- Hrs.)
DOCUMENTS ATTACHED	<ol style="list-style-type: none"> 1) Business rules for reverse auction 2) Terms & conditions of reverse auction 3) Process Compliance Statement (Annexure I) 4) Contact Information
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest..Neither the Service Provider nor BHEL will be responsible for any lapses /failure on the part of the vendor, in such cases.</u>

BUSINESS RULES FOR REVERSE AUCTION**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, BHEL-TRICHY may resort to “ONLINE REVERSE AUCTION PROCEDURE” i.e. **ONLINE BIDDING on INTERNET.**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to email a scanned copy of the Process Compliance Form (**Annexure II**) in the prescribed (provided by service provider) before start of Online Initial Sealed Bid. Without this form, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, Service tax for services and loading factors (for non-compliance to BHEL standard Commercial terms and conditions.) for each the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to email a scanned copy of the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.

Business Rules for finalisation of the procurement

BHEL shall finalise the procurement of the item against this Tender through reverse auction mode. BHEL has made arrangement with M/s ABC, who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to M/s ABC, Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor ABC- Service Provider, is responsible for such eventualities. The participants may kindly understand that once the online events commences the system is so inbuilt that no manual intervention of stoppage of the clock is possible. Hence, the participants should bid their prices at a very practically convenient time to enable the system to accept such bidding. Bidding in the last minutes and seconds should be avoided in the bidders own interest.
2. M/s ABC, shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **MATERIAL FOR BID:** As per the specifications and scope of supply finalized Mentioned in TE 071.
4. **Starting Bid/Bid Decrement:** The opening price of the RA and the bid decrement value shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the auction website.

The start bid price and the decrement value for the Reverse Auction will be communicated by BHEL through a mail to the Service Provider before start of the Reverse Auction. In the event of the Service Provider uploading the Start Bid price and decrement value wrongly (other than indicated by BHEL through mail) due to human error or due to any other reason, BHEL reserves the right to withdraw such wrongly uploaded Start bid price and decrement value and upload again the correct start bid price and decrement value and continue the Reverse Auction with that Start bid price and decrement value. Till such time the correct Start bid price and decrement value uploaded and seen by the participants, the Reverse Auction is set to be under hold and the participants are to wait till it is restarted.

5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding and evaluation will be conducted in **Indian Rupees (INR)** of the item. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for all the items to be supplied as per agreed specification and offer for 600 M.
6. **BID PRICE:** The Bidder has to quote the Total Cost to BHEL for the items specified. Calculation sheet to arrive at the Total Cost to BHEL will be provided by BHEL.
7. The technical & commercial terms are as per BHEL Tender Enq. No. **TE-72 dt.09.08.2012**. Vendors technical and commercial bid and subsequent correspondences between BHEL and the vendors regarding commercial terms & conditions.
8. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of **90 days** and shall not be subjected to any change whatsoever.
9. At the end of the reverse auction, bidder has to provide a detail break up for his lowest offer.
10. **Procedure of Reverse Auctioning:**
 - i. **Online Initial Sealed Bid:** The opening bid (In the initial auction) of the bidders shall place a bid which shall be same as that quoted in their Final Sealed price submitted to BHEL or lesser. The bidders shall confirm in writing to BHEL that their opening bid shall be same as that quoted in their final sealed price bid submitted against Tender Enq. No. **TE-72 dt.09.08.2012**. If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
 - ii. **Online English Reverse (no ties) Auction {Reverse Auction}:** BHEL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and

onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

- iii. Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.
 - iv. Online Initial Sealed Bid will be for **15 minutes** and Online English Reverse (no ties) Auction shall be for a **period of one hour**. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - v. The bid decrement amount shall be specified by BHEL before start of bidding.
 - vi. Any commercial loading shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
 - vii. After the completion of English Reverse (no ties), the **Closing Price (CP)** shall be available. In case, any commercial loading was made to L1 bidder's price, it shall be de-loaded from the closing price of L1 bidder (**CP**) for further processing.
 - viii. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up.
11. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in **Annexure III Format** after the completion of Auction to BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 12. During the Online English Reverse (No Ties) Auction, if no bid is received in the auction system/website within the specified time duration of the reverse auction, then **BHEL**, at its discretion, may decide to revise the auction's Opening Price / scrap the online reverse auction process / proceed with the conventional mode of tendering (opening of the hard copy final bids submitted by you earlier to BHEL).
 13. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price.

Should you back out and not supply as per the rates quoted, BHEL shall take action as appropriate.

14. You shall be assigned a **Unique User Name & Password** by BHEL (or) **M/s ABC** **You are advised to change the Password** and edit the information in the Registration Page after the receipt of initial Password from BHEL / **M/s ABC** to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
15. You will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:
 - a. Leading Bid in the Auction (only total price)
 - b. Bid Placed by you
 - c. Your Own Rank
 - d. Opening Price & Bid Decrement value.
16. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
17. BHEL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
18. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
19. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
20. You are required to submit your acceptance (Process Compliance Form—Annexure II) to the terms/ conditions/ modality given above before participating in the reverse auction.

Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **M/s ABC**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from **M/s ABC**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or **M/s ABC** shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **AUCTION TYPE:** 1). Online Initial Sealed Bid
2). Online English Reverse (No Ties) Auction (refer Bidder Manual for details)
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be

equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - His Own Rank
 - Start Price & Bid Decrement Value
8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that
- The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the auction website <http://bhel.xxxxxx> using the Login IDs and passwords given to them.

10. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.

- BHEL along with **M/s ABC** can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or **M/s ABC.**, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- **M/s ABC.**, shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- **M/s ABC.**, is not responsible for any damages, including damages that result from, but are not limited to negligence.
- **M/s ABC**, will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Agreement Form / Process Compliance Form (**Annexure- II**) duly signed to **M/s ABC** before the due date. After the receipt of the Agreement Form, Login ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, all the Bidders have to submit the Price Break-up immediately to **M/s ABC** for further proceedings.

Annexure- I

Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing a scanned copy)

M/s ABC

Dear Sir,

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for **Transport Contract 2012-14**, against BHEL **Tender No. 72**, 09/08/2012

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price confirmation & break-up of our quoted price as per the Annexure II.
- 5) We, hereby, confirm that we will honour the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is Over of the Online Reverse Auction.
- 7) We confirm that we have changed the password on the auction website after first log in.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

--Scan & email this document to **M/s ABC**.

--Attach a signed copy of the Agreement Form / Process Compliance Form & send to **M/s ABC**

CONTACT INFORMATION

Service Provider	Bharat Heavy Electricals Limited
M/s ABC	<p>Mr. BK Yadav Dy Manager/Store BHEL, Insulator Plant Jagdishpur CSM Nagar – 227817 E mail : bky@bhelip.in Phone : 05361 -267283 Cell : 09415332888</p> <p>(Or)</p> <p>Mr. PK Jain Sr. Manager/MM BHEL, Insulator Plant Jagdishpur CSM Nagar – 227817 E mail : pkjain@bhelip.in Phone : 05361 -270064 Cell : 09415137026</p>

