



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/17-18/130

DATE: 09.05.2018

SUB: Tender for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers of M/s ECoR, Bhubaneswar.

1. Sealed bids are invited from reputed, financially sound contractor/transporters for the loading activity at Jagdalpur and unloading work at respective sub stations. For detail activities, please refer the scope of work.
2. This document shall be referred as CDC/T/17-18/130, Dt. 09.05.18 and it consists of the following documents.

<u>Sr</u>	<u>Documents</u>	<u>Pages</u>
1	Covering letter	1-4
2	Tender document including Terms and Conditions	5-27
3	Annexure to the Tender document – (7 Annexures)	28-36
4	Price bid format (annexure-J) and Annexure-M	37-39

3. SCOPE OF WORK

- 1- BHEL Jhansi has got an order for supplying of 5 Nos 21.6/30.24 MVA single phase traction transformer along with accessories to following traction substations of M/s East Coast Rly. Bhubneshwar. Loading of these 5 transformers with its accessories at Jagdalpur and Unloading of transformers and its accessories at respective substations of M/s East Coast Rly. Bhubneshwar.

Sl.No.	Name Sub Station	No. of Transformer
1	132/25 KV Kawargaon, Chhatisgarh	2
2	132/25 KV Kumhar Sodara, Chhatisgarh	2
3	132/25 KV Shimiliguda, Orissa	1

- 2- The each main tank of traction transformers will be dispatched through by hydraulic trailers & their accessories through Mechanical trailers/ Trucks to Rly yard of Jagdalpur. (about 1km from Jagdalpur Rly. Station) The photograph of the yard is attached at G-1.
- 3- The contractors shall be required to load these main tank and accessories on Rly. wagon (normally WELL Wagon) at Jagdalpur siding with the help of his labour men power, hydra crane etc.

Note:

- 1.** In case well wagon is readily available at Jagdalpur Rly. Siding at the time of arrival of Hydraulic trailer loaded with main transformer tank, the loading of tank on well wagon will be done directly by existing hydraulic trailer rate contract. Hence in that case, the dragging of main transformer only and loading of same on well wagon for partial or whole quantity (Activity sl. No. A.1 & A.2, ref. page nos. 12/39 and 37/39) may not be done by this contract).

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



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2. After loading on well wagon ,proper lacing of material will be done by the contractor. Lacing material will be provided by BHEL-Jhansi.
- 4- Unloading of Main transformer and accessories at:-
- (a) 132/25 KV Kawargaon sub station: (Photographs of sub station are attached at G-1)
- (i) This substation is about 90 Km from Jagdalpur.
 - (ii) The photograph of Rly siding line going up to traction substation attached for understanding.
 - (iii) The 2 lane highway from Jagdapur to Bijapur (NH No. 63) goes to by the side of this substation (Substation is about 2 km from this road). The truck and hydra crane can go to this sub station .
 - (iv) Contractor's men power , unloading equipment and Hydra can come there (i.e. Substation) for unloading.
 - (v) The fencing of traction sub station will be dismantled by men power of sub station.
 - (vi) Contractor will unload the transformer and accessories from wagon and keep inside sub station .
- (b) 132/25 KV Kumhar Sodra sub station: (Photographs of sub station attached at G-1)
- (i) This substation is about 70 Km from Jagdalpur.
 - (ii) The photograph of Rly siding line going up to traction substation attached for understanding.
 - (iii) The 2 lane highway from Jagdapur to Bijapur (NH No. 63) goes to by the side of this substation (Substation is about 2 km from this road). The truck and hydra crane can go to this sub station .
 - (iv) Contractor's men power , unloading equipment and Hydra can come there (i.e. Substation) for unloading.
 - (v) The fencing of traction sub station will be dismantled by men power of sub station.
 - (vi) Contractor will unload the transformer and accessories from wagon and keep inside sub station .
- (c) 132/25 KV Shimiliguda, sub station: (Photographs of sub station attached at G-1)
- (i) The photograph of Rly siding line going up to traction substation attached for understanding.
 - (ii) The approached road up to 300 Mtr. away from unloading point of this sub station is available. The truck can go to this point .
 - (iii) Contractor's with unloading material , men power ,manual crane (chain pulley system) etc. come by small truck up to this point.
 - (iv) The above unloading material, tools, chain pulley arrangement, hydraulic jacks winching machine etc can be taken inside sub station by contractor' s men power.
 - (v) Contractor will unload the transformer and accessories from wagon and keep inside sub station.
- 5- The main transformer tanks and all accessories will be available as a set for loading at Jagdalpur and unloading at respective sub stations. For detailed scope of work, refer Clause G-1 of tender document.
4. The bid is to be submitted in two parts as under:
- a. **Part I –Techno-Commercial Bid** should contain all the documents including Earnest money and Experience of loading or unloading of minimum 5 No's transformer(s)/Reactor/Any other over weight Consignment from Hydraulic Trailor or wagon in last 7 years ending on 30th April 2018.
 - b. **Part II - Price Bid** - A separate sealed envelope should contain PRICE BID and should be super-scribed with "Part II Price Bid", Tender No. "CDC/T/17-18/130" and due date of opening only.



5. Earnest Money:

5.1 Earnest Money of Rs. 35,940/- (Rupees thirty five thousand and nine hundred forty only) is to be deposited in the various modes as under:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening). Bank details as following

BHEL account details:

Bank Name:- SBI; A/c No. :- 10670828866

IFSCCode:- SBIN0003807

A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED.

- c) Banker's Cheque/ Pay order/ Demand Draft, in favour of BHEL, Jhansi (along with offer). The EMD shall be submitted along with techno commercial bid. Tenders not confirming to this condition will be summarily rejected.

5.2 The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders on his request within a reasonable time after the award of the contract. EMD may be converted to performance security deposit (PSD) however it shall attract stamp duty as per Clause G-10,10.3.

5.3 EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.

5.4 Earnest Money Deposit (EMD) shall not carry any interest.

6. Above two sealed envelopes (Part-I and Part-II) along with "Letter from Bidder to AGM (CDC) regarding submission of Bid" should be again sealed in a separate common envelope super scribed as "Tender No. CDC/T/17-18/130 and "Due Date of opening "29/05/2018" and addressed to- AGM (CDC), Tender Room, Administrative Building, BHEL, Jhansi, Jhansi – 284120 (UP) and must be **dropped in tender box Tender Room, Administrative Building, BHEL, Jhansi, Jhansi – 284120 (UP).**

7. Above bid to reach on or before dt. **29-05-18**, 1315 Hrs, in tender box.

8. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date- "29/05/2018". The sealed common envelope and first sealed envelope containing "Part I–Technical Bid" will be opened on the same day i.e. " 29/05/2018" at 14.00 Hrs in the presence of bidders who wish to be present on the occasion.

9. Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.

10. BHEL reserves the right to open / accept / reject / cancel / negotiate / tender in totality whatsoever without assigning any reason thereof.

11. The contract shall be valid for a period of one (1) year from the effective date of award of contract or Completion of work whichever is earlier. However, BHEL reserves the right to short close the contract at its discretion

12. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.



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13. Any clarifications on the Tender document can be sought from the undersigned till 7 days before due date of opening between **9 AM to 4 PM**.

14. Any request for change of opening date of tender shall not be entertained.

15. Contact Persons:

16. Name: Rahul Kumar
Designation: Dy. Mgr (CDC)
Email: rahulkumar@bhel.in
PHONE: 0510-2412623, Mob. 9406903533
Or

17. Name: G.S.Jalli
Designation: AGM (CDC)
Email: gsjalli@bhel.in
PHONE: 0510-2412620, Mob. 9453001070

Note: - Dropping of tender in the tender box within schedule date & time is the responsibility of the bidder

**AGM (CDC)
BHEL Jhansi**



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

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BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

P.O. BHEL, Jhansi- 284120

Central Dispatch Cell

TENDER DOCUMENT

for

loading at Jagdalpur and unloading at respective sub-stations of M/s ECo.R during multimodal transportation of transformers.

Tender Document No.

CDC/T/17-18/130

Date 09th May'2018



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

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Sign & Seal of BHEL contracting authority



G-1) SCOPE OF WORK

1. BHEL Jhansi has got an order for supplying of 5 Nos 21.6/30.24 MVA single phase traction transformer along with accessories to following traction substations of M/s East Coast Rly. Bhubneshwar. Loading of these 5 transformers with its accessories at Jagdalpur and Unloading of transformers and its accessories at respective substations of M/s East Coast Rly. Bhubneshwar.

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2. The each main tank of traction transformers will be dispatched through by hydraulic trailers & their accessories through Mechanical trailers/ Trucks to Rly yard of Jagdalpur. (about 1km from Jagdalpur Rly. Station) .

3. The contractors shall be required to load these main tank and accessories on Rly. wagon (normally WELL Wagon) at Jagdalpur siding with the help of his labour men power, hydra crane etc.

4. Unloading of Main transformer and accessories at:-

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- (i) This substation is about 90 Km from Jagdalpur.
- (iii) The photograph of Rly siding line going up to traction substation attached for understanding.
- (iv) The 2 lane highway from Jagdapur to Bijapur (NH No. 63) goes to by the side of this substation (Substation is about 2 km from this road). The truck and hydra crane can go to this sub station .
- (v) Contractor's men power , unloading equipment and Hydra can come there (i.e. Substation) for unloading.
- (vi) The fencing of traction sub station will be dismantled by men power of sub station.
- (vii) Contractor will unload the transformer and accessories from wagon and keep inside sub station .

- (b) 132/25 KV Kumhar Sodra sub station:

- (i) This substation is about 70 Km from Jagdalpur.
- (ii) The photograph of Rly siding line going up to traction substation attached for understanding.



-
- (iii) The 2 lane highway from Jagdapur to Bijapur (NH No. 63) goes to by the side of this substation (Substation is about 2 km from this road). The truck and hydra crane can go to this sub station .
 - (iv) Contractor's men power , unloading equipment and Hydra can come there (i.e. Substation) for unloading.
 - (v) The fencing of traction sub station will be dismantled by men power of sub station.
 - (vi) Contractor will unload the transformer and accessories from wagon and keep inside sub station .
- (c) 132/25 KV Shimiliguda, sub station:
- (i) The photograph of Rly siding line going up to traction substation attached for understanding.
 - (ii) The approached road up to 300 Mtr. away from unloading point of this sub station is available. The truck can go to this point .
 - (iii) Contractor's with unloading material , men power ,manual crane (chain pulley system) etc. come by small truck up to this point.
 - (iv) The above unloading material, tools, chain pulley arrangement, hydraulic jacks winching machine etc can be taken inside sub station by contractor' s men power.
 - (v) Contractor will unload the transformer and accessories from wagon and keep inside sub station.
5. The main transformer tanks and all accessories will be available as a set for loading at Jagdalpur and unloading at respective sub stations.
6. Photographs of Jagdalpur Yard





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7. photographs of Kawargaon sub station



Kawargaon sub-station of ECo.R,bhubhaneshwar

We hereby accepted above (Sign & seal of the Bidder)

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8. Photographs of Kumhar Sodra sub-station



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9. photographs of Shimiliguda, sub station



Shimiliguda sub-station photo

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Sl.No.	<u>Particulars. (Detailed scope of work)</u>
A	AT JAGDALPUR YARD
1	Dragging of 5 no transformers at Jagdalpur for loading on WEL Wagons are to be done. Dragging can vary from 6 meter to 15 meter depending on space availability. Therefore, dragging cost per transformer (assuming 6 meter dragging are to be done) is to be quotted in unit rate field for estimate purpose. For each extra meter dragging, addition charge @ Rs.3000 per meter is to be given based on certification by the BHEL authorised person at Jagdalpur Rly yard.
2	Loading of 5 no transformer on WEL wagons. Therefore, loading cost per transformer is to be quotted in unit rate field.
3	Loading of all accessories of each of above 5 transformers are to be done on WEL wagons (which come from BHEL Jhansi to Jagdalpur Rly yard by (i) 2 taurus vehicles(each 15 MT carrying capacity and 1 truck(7 MT carrying capacity) or (ii) 1 mechanical trailor(22 MT carrying capacity) and 1 truck(7 MT carrig capacity). Therefore, the loading charge of 1 set of accessories (i.e. all accessories of 1 transformer) is to be quotted in unit rate field.
4	Loading of oil drums(which come from BHEL Jhansi to Jagdalpur by 1 taurus vehicle(15 MT carrying capacity) and 1 truck(7 MT carrying capacity) on WEL Wagon.Therefore, the loading charge of 1 set of oil drums (i.e. all oil drums of 1 transformer) is to be quotted in unit rate field.
B	AT KAWARGAON TRACTION SUB STATION
1	Unloading of 2 transfomers from WEL WAGON and drag to keep inside sub station(The dragging of each transformers can be 10 to 15 meters). Therefore, the unloading charge per transformer to keep inside sub station is to be quotted in unit rate field.
2	Unloading of all accessories of each of above 2 transformers are to be done from WEL wagons and keep inside sub station. Therefore, the unloading charge of 1 set of accessories (i.e. all accessories of 1 transformer) is to be quotted in unit rate field.
3	Unloading of oil drums from WEL Wagon and keep inside sub station.Therefore, the unloading charge of 1 set of oil drums (i.e. all oil drums of 1 transformer) is to be quotted in unit rate field.



C	AT KUMHAR SODRA TRACTION SUB STATION
1	Unloading of 2 transformers from WEL WAGON and drag to keep inside sub station(The dragging of each transformers can be 10 to 15 meters). Therefore, the unloading charge per transformer to keep inside sub station is to be quoted in unit rate field.
2	Unloading of all accessories of each of above 2 transformers are to be done from WEL wagons and keep inside sub station. Therefore, the unloading charge of 1 set of accessories (i.e. all accessories of 1 transformer) is to be quoted in unit rate field.
3	Unloading of oil drums from WEL Wagon and keep inside sub station.Therefore, the unloading charge of 1 set of oil drums (i.e. all oil drums of 1 transformer) is to be quoted in unit rate field.
D	AT SIMILIGUDA TRACTION SUB STATION
1	Unloading of 1 transformer from WEL WAGON and drag to keep in proper location inside sub station(The dragging of transformer can be approximately 5 meters). Therefore, the unloading charge per transformer to keep in proper location inside sub station is to be quoted in unit rate field.
2	Unloading of all accessories of above 1 transformer are to be done from WEL wagons and keep inside sub station. Therefore, the unloading charge of 1 set of accessories (i.e. all accessories of 1 transformer) is to be quoted in unit rate field.
3	Unloading of oil drums from WEL Wagon and keep inside sub station.Therefore, the unloading charge of 1 set of oil drums (i.e. all oil drums of 1 transformer) is to be quoted in unit rate field.

Note:

1. In case well wagon is readily available at Jagdalpur Rly. Siding at the time of arrival of Hydraulic trailer loaded with main transformer tank, the loading of tank on well wagon will be done directly by existing hydraulic trailer rate contract. Hence in that case, the dragging of main transformer only and loading of same on well wagon for partial or whole quantity (Activity sl. No. A.1 & A.2, ref. page nos. 12/39 and 37/39) may not be done by this contract).
2. After loading on well wagon ,proper lacing of material will be done by the contractor. Lacing material will be provided by BHEL-Jhansi.



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List of Accessories per one set of transformers

W.O. 71988A

RLY ELEC. BHUBNESHWAR

BOX NO.	BOX DESCRIPTION	WEIGHT IN kg	WEIGHT IN kg including wt. of box
RB04	HARDWARES, CLIP	110	140
RB05	MISC.PACKED STL.ITEMS, TOOL KIT,RAD	50	72
RB05A	M BOX SUPPORT & HARD WARE	50	70
RB06	GASKET	25	45
RB07	VALVES	130	180
RB07A	B/F VALVE & HARDWARE	105	130
RB08	INSTRUMENT WITH BREATHER FITTED WI	0	70
RB08A	BREATHER GANGING & BRACKET	8	21
RB09	BEVEL GEAR		
RB13A	FAN+ FAN GUARDS	204	267
RB13B	FAN+ FAN GUARDS	204	267
RB13C	FAN+ FAN GUARDS	204	267
RB13D	FAN+ FAN GUARDS	204	267
RB22	TERMINAL CONNECTOR, ALL PI	20	45
RB25	ALL COPPER STRIPS	2	4
RB27	CABLE +CBLE GLAND	60	83
RB27A	CABLE, RILSON BELT & TRAY OIL	60	90
RB28	CABLE TRAYS+CLOSING TRAY	70	110
RB30	MOTOR DRIVE UNIT	90	90
RB33	EXPANSION JOINT	104	134
RB35	ALUMINA	50	75
RB48	FIRE PREVENTION ITEMS		
RB50	FIBRE OPTIC TEMP. MEASUREMENT	55	85
RB51	ARCING HORN	10	15
RB99	INSTRUCTION MANUALS	4	8

We hereby accepted above (Sign & seal of the Bidder)

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RC12A	RADIATORS	3944	3944
RC12B	RADIATORS	3944	3944
RC12C	RADIATORS	3944	3944
RC12D	RADIATORS	3944	3944
RC31	M.BOX	292	360
RC32	CONTROL PANEL	74	124
RC40A	145 KV 800 AMPS	200	300
RC40B	145 KV 800 AMPS	200	300
RC42A	52 KV BUSHING	85	130
RC42B	52 KV BUSHING	85	130
RL01	MAIN TRANSFORMER WITH FITTED ITEMS.	33596	33596
RL03	ROLLERS	126	126
RL10	LADDER ASSY	100	100
RL11	ALL TURRETS	100	100
RL14	FAN SUPPORT	200	200
RL15A	HEADERS	425	425
RL15B	HEADERS	425	425
RL15C	HEADERS	425	425
RL15D	HEADERS	425	425
RL16	HEADERS SUPPORT	200	200
RL17	COLLING PIPE WORK	150	150
RL19	MAIN CONSERVATOR	703	703
RL20	MAIN CONSERVATOR PIPE WORK	470	470
RL34	THERMOSYPHON FILTER	150	150
	TOTAL WT. APPROX.	56026	57150

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G-2) **PRE-QUALIFICATION CRITERIA**

2.1) The bidder shall ensure to comply with the following and submit all relevant documents in Part-1 Bid to be eligible for this Tender.

a) **AVERAGE FINANCIAL TURNOVER:**

- i. Average Annual financial turnover during the last 3 years, ending 31st March 2018 should be at least Rs 5.39 Lakhs. Duly Audited Financial statement / Balance Sheet / Profit & Loss account / CA to be submitted as a supporting document.
- ii. If all balance sheets are not available for all three years, then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.

b) **EXPERIENCE :-**

The bidder should have Experience of loading or unloading of minimum 5 No's transformer(s)/Reactor/Any other over weight Consignment from Hydraulic Tractor or wagon in last 7 years ending on 30th April 2018.

Bidder should provide work experience certificate along with Technical Bid.

G-3) **STATUTORY DOCUMENTS**

3.1. The following documents should be attached with the offer (Techno-Commercial Bid, Part-1). All the attached document should be page numbered

- a. Check List for Scrutiny on Bid Opening duly filled by bidder (Annexure G-A).
- b. Receipt of Cost of Tender
- c. Company Profile of Bidder (Annexure G-B)
- d. Statement of Evaluation (Annexure G-C)
- e. Audited annual report or balance sheet or profit & loss statement of last 3 years.
- f. Copy of Income Tax return for three previous financial years.
- g. Earnest Money of Rs. 35,940 (Rs. Thirty five thousand and nine hundred forty only) as per clause no-5 of NIT.
- i. Self Certificate Cum Affidavit (Annexure GE) on non-judicial stamp paper worth Rs.100/-



- j. Declaration on Rs.100/- non-judicial stamp paper regarding non- blacklisted, not-put on hold, not booked by court of law etc (refer Cl.3.2)
 - k. Copy of tender document and all Supporting documents should be signed and stamped on each and every page as a token of acceptance.
 - l. Blank price bids duly signed and stamped (Price bid in prescribed format without price).
 - m. A sealed envelop containing price bid.
 - n. Experience related document as per Clause 2.1 (b).
- 3.2. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:
- a. Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
 - b. Not have been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
 - c. Neither any arbitration case pending with any of the BHEL units nor penalized in any arbitration case.
- 3.3. The Bidder should submit the following documents along with the offer & comply with the requirements
- a. Authorised Signatory shall be the person holding 'power of attorney' on behalf of the firm/company & authorised/empowered to act on behalf for the specific purpose.
 - b. Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/Public Notary/Registrar of Companies.
 - c. In case of single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
 - d. In case of partnership firms - The names of all the partners & their addresses. A copy of partnership deed/instrument of partnership duly certified by a Gazetted Officer/Public Notary.
 - e. In case of Public/Private Limited Company - Date & place of registration including data of commencement certificate and certified copy of Memorandum and Articles of Association.
 - f. BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.



G-4) BID EVALUATION CRITERIA:

- 4.1 Part-I Techno-commercial bids (refer Clause G-2 & G-3) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for Opening of price bid (Part-2).
- 4.2 **The price bids will be evaluated** on the grand total value - Refer Price Bid Format.
- 4.3 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction.

Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extent guidelines in vogue.
- 4.4 In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 4.5 In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure ‘M’.

G-5) OFFER VALIDITY:

- 5.1. Tenders should remain valid for acceptance for a minimum period of four (4) months from the date of Reverse Auction / Price bid opening.
- 5.2. The rates should be firm for a period of one (1) years from the date of acceptance of the tender. The bidders shall quote their rates inclusive of all extra charges like surcharges, hammali charges, statistical charges, goods tax, market fluctuations etc., so that the rate quoted shall be a consolidated one, taking the above elements into consideration. No claim will be entertained afterwards.



GENERAL TERMS & CONDITIONS

List of Annexure enclosed with Tender Document

Sr.	Annexure No.	Description/Title
1	G-A	Check List for Offer Evaluation
2	G-B	Company Profile
3	G-C	Statement of Evaluation
4	G-E	Self Certificate Affidavit cum Agreement
5	G-I	Notice of Damage / Shortage / Discrepancy
10	G-L	Authorization letter for e-payment
11	G-N	General Terms & Conditions of Reverse Auction
12	J	Price Bid Format
13	M	“discrepancy in words & figures – quoted in price bid

G-6) BIDDERS SHALL TAKE NOTE AND ENSURE THE FOLLOWING:

- 6.1. The bidders shall closely pursue all the clauses of the tender documents under ‘General Terms and Conditions’, and all annexure enclosed /referred in Tender Documents before quoting. If the bidder has any doubt about the meaning of any portion of the tender conditions, or find discrepancies or omission in the provisions or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 6.2. The offers shall be submitted under TWO-PART bid system, enclosing the Price bid in separate envelope.
- 6.3. No over writing, cutting allowed in the price bid. Rates should be filled in words also.
- 6.4. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- 6.5. Before submitting the bid, the bidders are advised to be well acquainted with the actual working and familiar with all other prevalent conditions, facilities available, nature of consignments, dispatches etc. No claim will be entertained later on the ground of lack of knowledge.

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



G-7) BHEL RESERVES THE RIGHT TO:-

- 7.1. Acceptance or rejection 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.
- 7.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 7.3. Evaluate the bids as per BHEL norms by the 'Tender Finalization Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the party.
- 7.4. Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of transporters, split the award without assigning any reasons thereof.
- 7.5. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 7.6. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
 - a) Submission of Contract agreement.
 - b) Submission of 'performance security deposit' as bank guarantee from any of BHEL Consortium or nationalized banks valid till six months from the expiry date of contract.

G-8) CONTRACT AGREEMENT:

- 8.1. The tender documents shall be deemed to form an integral part of the Contract Agreement. The Contract Agreement, duly filled & signed, shall be submitted within 30 days from award of contract, on non-judicial stamp paper of requisite amount. Business loading shall commence only on compliance.
- 8.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the party and shall be submitted to BHEL confirming its acceptance in Toto.

G-9) EARNEST MONEY DEPOSIT (EMD)

- 9.1. The Earnest Money Deposit (EMD) may be accepted only in the following forms-
 - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening), The BHEL Bank Account details is as follows, Bank Name:- SBI, A/c No. :- 10670828866, IFSCCode:- SBIN0003807
A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED.



- c) Banker's Cheque/ Pay order/ Demand Draft, in favour of BHEL, Jhansi (along with offer). The EMD shall be submitted along with techno commercial bid. Tenders not confirming to this condition will be summarily rejected.
- 9.2. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders on his request within a reasonable time after the award of the contract. EMD may be converted to performance security deposit (PSD) however it shall attract stamp duty as per G-10, Clause 10.3
- 9.3. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.
- 9.4. Earnest Money Deposit (EMD) shall not carry any interest.

G-10) PERFORMANCE SECURITY DEPOSIT (PSD)

- 10.1. Performance Security Deposit shall be valid for the entire period of contract and a further claim period of six (6) months from the date of expiry of contract period for successful execution of contract. PSD will be refunded only after the expiry of claim period.
- 10.2. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted on request of Bidder and adjusted towards the required amount of security deposit.

The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following: -

- Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- Local Cheque of scheduled banks, subject to realization.
- Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- The PSD can also be recovered at the rate of 10% from running bills. However, in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.



- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to department.
- h) The Performance Security Deposit shall not carry any interest.
- i) Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.

10.3 Stamp duty applicable in Uttar Pradesh as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, EMD converted in PSD, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

- 10.4. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.
- 10.5. If the bidder fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.
- 10.6. If the bidder fails to perform satisfactorily as per the contract, PSD may be forfeited.

G-11) OTHER GENERAL TERMS AND CONDITIONS: -

- 11.1. **TENURE:** Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of one (1) year from the effective date of award of contract or Completion of work whichever is earlier. However, BHEL reserves the right to short close the contract at its discretion.
- 11.2. **TERMINATION:** BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor



- 11.3. If the party fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the party any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the party under this contract.
- 11.4. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 11.5. If a party after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.
- 11.6. BHEL may enter into parallel contracts simultaneously with any other party as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects. BHEL reserves the right for calling fresh tender (fully or partially) during the contract period, if the need arise.

11.7 **LEGAL COMPLIANCE**

The Party will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the party shall be responsible for penalties levied by the appropriate authority under the Act. The party shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- 11.8 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 11.9 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.



11.10 RISK & COST:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

11.11 SETTLEMENT OF DISPUTE / JURISDICTION / ARBITRATION ETC.:

BHEL Reserve the following rights: -

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

11.12 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

11.13 SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

11.14 JURISDICTION / ARBITRATION: -

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.



G-12) STATUTORY OBLIGATIONS OF CONTRACTOR:

- 12.1. The Contractor will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 12.2. The contractor shall indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority. The party shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 12.3. The contractor shall accept liability for compensation in accordance with the provision of the Workmen's Compensation Act, 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- 12.4. 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.
- 12.5. contractor shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.
- 12.6. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to Loading/Unloading operations done by the Contractor; the 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.
- 12.7. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 12.8. Contractor shall supervise the work allotted to him and to be carried out by his employees. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.



- a. Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
- b. Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
- c. Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis

12.9 Age of workers: The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.

12.10 Contractor to ensure that the employees deployed are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.

12.11 Discipline: The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the Payments of the contractor or from the security deposit.

12.12 Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website. The contractor has to ensure that all precautions are taken for safety of his employees and equipment.

12.13 PERSONAL ACCIDENT INSURANCE POLICY

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.
- iv) The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.



12.14 Taxes & Duties :

- a) GST shall be paid extra as applicable.
- b) In case of credit is not available as denied by GST portal due to improper documentation or wrong uploading of data by bidder, the same will be recovered from the bidder along with interest, if any.

12.15 LD/Penalty:

The work will commence immediately as soon as well wagon and materials (Transformers and its accessories) made available at Jagdalpur. The Delay in Loading of material on well wagon attracts LD.

The normal day allowed for loading of 1 set of materials(Transformers and its accessories) in well wagon is 5 days,for any delay beyond 5 days ,LD @ 1 % per day of delay ,subject to maximum of 10 % will be deducted from the contractor bill. This will be based on the certification /approval of CDC department not below the rank of Sr. Manager(CDC).

Similarly normal day allowed for unloading of each set of transformer and its accessories at respective sub-station as mentioned in Scope of work , is 5 days. for any delay beyond 5 days ,LD @ 1 % per day of delay ,subject to maximum of 10 % will be deducted from the contractor bill. This will be based on the certification /approval of CDC department not below the rank of Sr. Manager(CDC).

12.16 Provision of Bonus: Early completion of work is acceptable by BHEL. However no reward/bonus on any early closure shall be admissible.

12.17 Payment Terms : Payment will be made within 60 days from the date of Submission of clear bill along with completion certificate ,certified by CDC department ,BHEL-Jhansi.



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

CHECK LIST FOR OFFER EVALUATION

Annexure -'G-A'

(Forming part of Techno-commercial [Part-I] bid)

(All statements to be substantiated with documentarily evidencing the same in the name of Bidder / firm only. Enclosures to be submitted orderly placed, serially numbered & properly Secured / bound . leaving no loose sheets)

Sr. No	Particulars for evaluation of techno-commercial bid	Comments/ Remarks by Bidder	Page No.
1	Is bid submission strictly in order as per tender clauses of General terms & conditions? Have all the statutory documents required as per Clause G-3 of Tender document submitted?		
2	Tender Cost of Rs. 400/-+ GST@18% = Total Rs. 472/-		
3	EMD of Rs. 35940/- (Rupees Thirty five thousand nine hundred and forty only)		
4	Tender Document including price bids duly signed and stamped by bidder as a token of acceptance		
5	Company Profile of General Terms & Condition (Annexure G-B)		
6	Statement of evaluation (Annexure G-C)		
8	Audited annual report or balance sheet or profit & loss statement of last 3 years		
9	Income Tax Return for the last 3 years Financial years.		
11	Self-certification affidavit cum agreement (Annexure G-E)		
15	Declaration on Rs.100/- non-judiciary stamp paper regarding non-blacklisted, not-put on hold, not booked by court of law etc		
16	Price Bid - Schedule of Rates (Part-II) in separate envelope		
17	Specific deviations if any, to our Terms & Conditions (enclosed separate sheet)		

Place:	Signature of the authorized signatory affixing official Seal of the bidder		
	Name		
Date :	Designation		

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

Annexure – ‘G-B’

Company Profile of the Bidder

1. Name of the firm/concern:
2. Nature of the firm/concern:
3. Year of inception:
4. Income Tax PAN Number:
5. Registered Office:
6. Office for Immediate Reporting:
7. Website:
8. Landline Phone Number & Mobile No.:
9. Fax Number:
10. E-mail id:
11. Company incorporation details:
12. Board of Director:
13. Business Activities:
14. Bankers:
15. Paid-up Capital:
16. Annual turnover:
17. Membership of Professional Associations, if any
18. Associates, if any.

(Signature of the Authorized signatory affixing official seal of the Bidder)

Name:

Designation:

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

ANNEXURE –‘G-C’

STATEMENT FOR EVALUATION

1. Name of the firm: _____
2. Year of Inception _____
3. Nature of firm/concern: _____
(Proprietorship/partnership/Private Ltd/Public Ltd)

Note: (Documents substantiating the nature of firm/concern to be submitted. In case of Partnership concern, duly notarized copy of the Partnership Deed, Resolution of the Partnership etc. or Power of Attorney in the name of the person signing the tender)

4. Name of Partners/Proprietors/Directors.
a. Shri/Smt. _____ S/o-W/o _____
b. Shri/Smt. _____ S/o-W/o _____
c. Shri/Smt. _____ S/o-W/o _____
5. Details of last three years turn-over (Rs. in Lakhs) (substantiated with audited annual report or balance sheet submitted to Income Tax as applicable)

2015-2016	2016-17	2017-18

6. Address & Telephone No. of local office at Jhansi and contact person.
7. Name of the person(s) authorized for signing the contract/dealing with BHEL

Place:

Date:

(Signature of the authorized signatory affixing official seal of the bidder)

Name :

Designation :

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

ANNEXURE 'G-E'

Affidavit / Agreement

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

Bharat Heavy Electricals Limited, Jhansi
Acting through the:
AGM (CDC)
Central Dispatch Cell
BHEL, Jhansi-284120 U.P.

1. I/We.....have read the various conditions to tender No. CDC/T/17-18/130 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. I/We also agree to keep this tender open for acceptance for a period of 2 months from the date of opening the same.
3. A sum of Rs. 35,940/- (Rupees thirty five thousand nine hundred forty Only) is herewith forwarded as EMD in the form of Demand Draft in favour of Bharat Heavy Electricals Limited, Jhansi & we also agree to provide Security Deposit in the form of Bank Guarantee & DD/FDR (as elaborated in the tender document) from any Scheduled Bank of Public Financial Institution for the amount as per BHEL tender in case we are approved as successful bidder.
4. The full value of EMD/SD shall stand forfeited for non-compliance of any tender terms & conditions by me/us without prejudice to any other rights or remedies in line with the conditions stipulated in the tender document and relevant to the context.
5. I/We as the benefice bidder agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under:-
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the contract awarded on us.
8. Verified and signed today, theday of 2018 at..... in the presence of the Witnesses who have appended their signature with address hereunder:

(Signature of the bidder affixing official stamp)

Complete address of the bidder:

Name(s) :
Designation/Position
Address :
Tel .No. :
Fax No. :
e-mail id:

Place:

Name & Address of witnesses:

1. Signature :
Name :
Address :

2. Signature :
Name :
Address :

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

Annexure 'G-I'

Notice of Damage/Shortage/Discrepancy to consignment on delivery

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

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

Consignment Note (L/R) No		
Freight Bill No.		
Dispatch Advice Note No.		Date:
Work Order No.		charges: (Rs)
Consignee		Destination:

Particulars of damage/shortage/discrepancy reproduced as reported:

--

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

Encl: Copy of FIR lodged, Comments/Remarks of Consignee, Receipted L/R copy, Insurance Survey/Damage Report. [Please ✓ mark]

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

(For endorsement by concerned Commercial Group)

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

Annexure 'G-L'

AUTHORISATION LETTER

FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT / RTGS/NEFT)

(PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY)

TYPE OF REQUEST (Tick One)

BHEL Vendor/Supplier Code(s)

Company's Name

Address

City

State

Pin Code

Contact Person(s)

Telephone No.

MOBILE NO.

E-mail ID

1. Bank Name

2. Bank Address

3. Bank Telephone No.

4. Bank Account No. (IN FULL)

5. Account Type.

6. Bank's Branch Code

7. Bank IFSC RTGS / NEFT code

8. Enclosed cancelled cheque No.

CREATE CHANGE

DECLARATION :

1. I as representative / owner of the above named company, hereby authorize BHEL, Jhansi to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.
2. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/transferring Bank responsible.
3. This authority remains in full force until BHEL, Jhansi receives & acknowledge written notification requesting a change or cancellation.
4. I have received the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under e-payment/EFT/RTGS/NEFT.

Authorized Signatory

Company Seal

Note: All fields are mandatory & send the form duly filled with one original cancelled cheque to, SR MGR (FIN), FINANCE & ACCOUNTS DEPT, BHEL, JHANSI

Verification by Bank

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item / system with detailed scope of supply as per enquiry specifications, BHEL may resort to **“REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER)**. The philosophy followed for reverse auction shall be English Reverse (No ties).

1. Decision to go for RA would be taken after evaluation of techno-commercial bids. In case of RA, technically and commercially acceptable bidders only shall be eligible to participate.
2. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
3. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
4. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.
5. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
6. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."
7. As a reminder to the bidders, system will flash following message (in RED Colour) during the course of 'online sealed bid': ***“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL ”***
8. In line with the NIT terms, BHEL will provide calculation sheets (e.g. EXCEL sheets) 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 & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.



9. the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder.
10. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
11. All bidders who had given online sealed bid will see their rank and L1 price and their ranking L1, L2 etc. would be based on their last quoted price irrespective of quote received in RA or online sealed bid.
12. **Failure of RA:** RA shall be treated as failed in the following scenarios:
- a) In case no bidder accepts the start price.
 - b) In cases where the number of online sealed bids are less than four before removal of highest bidder.
 - c) In cases of tie among H1 bidders, even after extension of submission of online sealed bids once by 15 minutes.
- Wherever, the evaluation is done for individual line items, RA shall be treated as failed only for those line item(s) for which any of the above a), b) or c) satisfies.
13. **Treatment of RA failed scenarios:**
- In cases of failure of RA, sealed envelope price bids (of item(s) for which RA has failed) of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.
14. **Processing of case after RA:**
- a) After declaring L1 upon completion of RA, the envelope sealed price bid of L1 bidder shall also be opened for placement of order on lower of the two bids (RA closing price & envelope sealed price) and file is to be processed as per extant policy provisions. Action as per NIT terms is to be taken if online sealed bid is higher than the envelope sealed bid.
 - b) Relative position of bidders (for usage in cases of predefined splitting the quantities) shall also include bidders who have given 'online sealed bids' but have not given further bids in auction. In case of splitting requirement, H1 bidder may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.
 - c) In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.



- d) For providing preference to Domestically manufactured Electronic Products, in accordance with Department of Electronics and Information Technology (DeitY) Gazette Notification No.

33(3)/2013-IPHW dated 23.12.2013 and its related notifications issued from time to time, H1 bidder removed from further bidding may be considered for counter offer to meet domestic bidder requirement for the item(s) under procurement.

15. Processing of cases where RA is not done:

In case BHEL decides not to go for Reverse Auction for the tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

16. Others:

- a) In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- b) BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding on internet.
- c) Bidders are advised to read the 'Business Rules' indicating details of RA event carefully, provided by the Service provider, before reverse auction event.



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

BHARAT HEAVY ELECTRICALS LTD., JHANSI-284120. (CENTRAL DESPATCH CELL) Price Bid Format (Annexure-J) pg.01 of 02 loading work at Jagdalpur and unloading work at 3 traction sub stations of M/s ECoR ,Bhubneshwar					
Ref.:	Wo No. 71891A	Customer:	M/s ECoR, Bhubaneswar.		
Sl.No.	Particulars. (i.e. scope of work)	Item wise, % weightage of Grand Total Value	Unit Rate, Rs. (all inclusive rates)	No of transformers.	Total Cost in Rs.
A	AT JAGDALPUR YARD				
1	Draging of 5 no transformers at Jagdalpur for loading on WEL Wagons are to be done. Dragging can vary from 6 meter to 15 meter depending on space availability. Therefore, dragging cost per transformer (assuming 6 meter dragging are to be done) is to be quotted in unit rate field for estimate purpose. For each extra meter dragging, addition charge @ Rs.3000 per meter is to be given based on certification by the BHEL authorised person at Jagdalpur Rly yard.	7.03	xxxxx	5	xxxxx
2	Loading of 5 no transformer on WEL wagons. Therefore, loading cost per transformer is to be quotted in unit rate field.	24.62	xxxxx	5	xxxxx
3	Loading of all accessories of each of above 5 transformers are to be done on WEL wagons (which come from BHEL Jhansi to Jagdalpur Rly yard by (i) 2 taurus vehicles(each 15 MT carrying capacity and 1 truck(7 MT carrying capacity) or (ii) 1 mechanical trailor(22 MT carrying capacity) and 1 truck(7 MT carrig capacity). Therefore, the loading charge of 1 set of accessories (i.e. all accessories of 1 transformer) is to be quotted in unit rate field.	8.29	xxxxx	5	xxxxx
4	Loading of oil drums(which come from BHEL Jhansi to Jagdalpur by 1 taurus vehicle(15 MT carrying capacity) and 1 truck(7 MT carrying capacity) on WEL Wagon.Therefore, the loading charge of 1 set of oil drums (i.e. all oil drums of 1 transformer) is to be quotted in unit rate field.	5.77	xxxxx	5	xxxxx
B	AT KAWARGAON TRACTION SUB STATION				
1	Unloading of 2 transfoimers from WEL WAGON and drag to keep inside sub station(The dragging of each transformers can be 10 to 15 meters). Therefore, the unloading charge per transformer to keep inside sub station is to be quotted in unit rate field.	11.85	xxxxx	2	xxxxx
2	Unloading of all accessories of each of above 2 transformers are to be done from WEL wagons and keep inside sub station. Therefore, the unloading charge of 1 set of accessories (i.e. all accessories of 1 transformer) is to be quotted in unit rate field.	4.02	xxxxx	2	xxxxx
3	Unloading of oil drums from WEL Wagon and keep inside sub station.Therefore, the unloading charge of 1 set of oil drums (i.e. all oil drums of 1 transformer) is to be quotted in unit rate field.	2.61	xxxxx	2	xxxxx

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender No. CDC/T/17-18/130

Contract details for loading at Jagdalpur and unloading at respective sub stations of M/s ECoR during multimodal transportation of transformers.

	Price Bid Format (Annexure-J) , Pg.02/02				
C	AT KUMHAR SODRA TRACTION SUB STATION				
1	Unloading of 2 transformers from WEL WAGON and drag to keep inside sub station(The dragging of each transformers can be 10 to 15 meters). Therefore, the unloading charge per transformer to keep inside sub station is to be quotted in unit rate field.	11.85	xxxxx	2	xxxxx
2	Unloading of all accessories of each of above 2 transformers are to be done from WEL wagons and keep inside sub station. Therefore, the unloading charge of 1 set of accessories (i.e. all accessories of 1 transformer) is to be quotted in unit rate field.	4.03	xxxxx	2	xxxxx
3	Unloading of oil drums from WEL Wagon and keep inside sub station.Therefore, the unloading charge of 1 set of oil drums (i.e. all oil drums of 1 transformer) is to be quotted in unit rate field.	2.62	xxxxx	2	xxxxx
D	AT SIMILIGUDA TRACTION SUB STATION				
1	Unloading of 1 transformor from WEL WAGON and drag to keep in proper location inside sub station(The dragging of transformer can be approximately 5 meters). Therefore, the unloading charge per transformer to keep in proper location inside sub station is to be quotted in unit rate field.	9.45	xxxxx	1	xxxxx
2	Unloading of all accessories of above 1 transformer are to be done from WEL wagons and keep inside sub station. Therefore, the unloading charge of 1 set of accessories (i.e. all accessories of 1 transformer) is to be quotted in unit rate field.	4.18	xxxxx	1	xxxxx
3	Unloading of oil drums from WEL Wagon and keep inside sub station.Therefore, the unloading charge of 1 set of oil drums (i.e. all oil drums of 1 transformer) is to be quotted in unit rate field.	3.68	xxxxx	1	xxxxx
		100	Grand total value(in Rs.)		xxxxx
	Grand Total Value in Words (In Rs.)				

Note:

1. Goods & Service tax shall be paid extra as applicable.
2. In case of non-conformities/errors/discrepancies observed between the quoted prices in figures and that in words, guidelines as per Annexure-M shall be followed .
3. If any bidder doesn't submit the price in price bid format or edit our price bid format ,then we shall evaluate the price bid ,based on grand total value of all items and item wise rate shall be suitably adjusted as per item wise, % weightage of Grand Total Value as mentioned in our attached Price bid format with NIT.
- 4. Price bid Format is attached as excel file, Bidder should quote the grand total price at Yellow cell only, by quoting at this cell, Automatically item wise rate and Total value item wise will be filled.**

Sign & seal of Contractor

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



ANNEXURE -M

“Guidelines for dealing with “discrepancy in words & figures – quoted in price bid”

In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:

- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the Tenderer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above
- (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.

In case of a tie between two or more lowest bidders, snap bid shall be called with discount on the offered rates. If snap bid is not feasible then the L1 shall be decided with lottery system.