



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

भारी बिजली उपकरण संयंत्र, रामचंद्रपुरम, हैदराबाद - 502 032. (भारत)

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Power Equipment Plant, Ramachandrapuram, Hyderabad - 502 032

Phone: 040-23184391

Email: rishibardhan@bhel.in

(CMM/Stores Department)

TENDER NOTICE

Tender No.1: HY/CMM-STORES/SHIFTING/2020-21, Dt. 04.08.2020

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed bids from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for the work, ***"Shifting of materials from 12 Stores to New Plate & Pipe yard and vice-versa for the year 2020-21"***.
2. The tender documents are available in the Web Site of BHEL www.bhel.com. Those who wish to download the same may do so. While submitting the tender documents, a Demand Draft/NEFT/RTGS towards cost of tender document and EMD should be enclosed. The tender documents downloaded from the website without a Demand Draft/NEFT/RTGS for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only.
3. All corrigenda, addenda, amendments, time extensions clarifications etc., to the tender will be hosted on BHEL web site (<http://www.bhel.com>) only. Bidders should regularly visit website to keep themselves updated.

Signature of Transporter

CONTENTS	
SL. No.	Description
1	Notice Inviting Tender
1.1	Techno-Commercial bid
2	Prequalification requirements
3	Instructions to Tenderer
3.31	Taxes & Duties – GST Clauses
4	General terms and conditions
4.1	Eligibility Criteria
5	Earnest Money Deposit
6	Security Deposit
7	Statutory Requirement
8	Manpower
9	Safety & Insurance
10	Period of Contract
11	Failure to comply with Contract
12	Booking of vehicles
13	Requisition/order/notice/communication to transporters
14	Reporting of vehicles/lifting of materials
15	Weight Measurement
16	Submission of Bills
17	Payment to Transporter
18	Sub-Contracting
19	Latching
20	Requirement for transportation of materials
21	Transshipment
22	Delivery of consignment
23	Sub-letting of work
24	Penalty for Non-Lifting
25	Risk Purchase
26	Freight Rates
27	Security Rules & Regulations at BHEL
28	Traffic Regulations & Requirements
29	Termination of Contract
30	Duties & Responsibilities of Transporter
31	Special Note
32	Contract Work Description
33	Category of Vehicles
34	Laws Governing the contract
35	Legal Jurisdiction
36	Arbitration
37	Special Terms & Conditions of contract
38	Reverse Auction
39	MSME Supplier
40	Price Bid

Signature of Transporter

1. NOTICE INVITING TENDER

a)	Name of the Work	:	Shifting of Materials
b)	EMD in the form of RTGS/NEFT	:	Rs. 7,797/-
c)	Approximate estimated value of work	:	Rs. 3,89,824/-
d)	Cost of tender documents	:	Rs.500/- (To be downloaded from Web Site)
e)	Last date for downloading of tender documents	:	25.08.2020, 1000 Hrs.
f)	Last date for submission of tender	:	25.08.2020, 11.00 Hrs.
g)	Date and time of tender opening	:	25.08.2020, 1400 Hrs.
h)	Period of contract	:	12 Months from date of Awardal
i)	Maintenance period		NIL

Signature of Transporter

PART – “A”**1.1 TECHNO-COMMERCIAL BID**

To,
Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDERABAD-32

Dear Sir,

I / We hereby offer to carry out the work '-----' against Tender Enquiry No. -----

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

2.0	Prequalification requirements	}	(Part A)
3.0	Instructions to Tenderer		
3.31	Taxes & Duties – GST Clauses		
4.0	General terms and conditions		
4.1	Eligibility Criteria		
5.0	Earnest Money Deposit		
6.0	Security Deposit		
7.0	Statutory Requirement		
8.0	Manpower		
9.0	Safety & Insurance		
10.0	Period of Contract		
11.0	Failure to comply with Contract		
12.0	Booking of Vehicles		
13.0	Requisition/order/notice/communication to transporters		
14.0	Reporting of vehicles/lifting of materials		
15.0	Weight Measurement		
16.0	Submission of Bills		
17.0	Payment to the Transporter		
18.0	Sub-contracting		
19.0	Latching		
20.0	Requirement for transportation of vehicles	}	(Part B)
21.0	Transshipment		
22.0	Delivery of consignment		
23.0	Sub-letting of work		
24.0	Penalty for Non – Lifting		
25.0	Risk Purchase		
26.0	Freight Charges		
27.0	Security Rules & Regulations at BHEL		
28.0	Traffic Regulations & Requirements		
29.0	Termination of Contract		
30.0	Duties & Responsibilities of Transporter		
31.0	Special Note		
32.0	Contract Work Description		
33.0	Category of Vehicles		
34.0	Laws governing the Contract		
35.0	Legal Jurisdiction		
36.0	Arbitration		
37.0	Special Terms & Conditions of Contract		
38.0	Reverse Auction		
39.0	MSME Supplier		
40.0	Price Bid		

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

Signature of Tenderer

Signature of Transporter

TECHNICAL BID

Tender Enquiry No. :

Date:

I. Details of the Contractor:

a) Name and address of the Firm:

Contact person

Vendor code (if already allotted by BHEL)

Phone/Mobile No.

E-mail ID

b) Name and address of the proprietor/Director/partners:

c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No
(If yes furnish the details):

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

a) Is any relative of tenderer employed in BHEL Yes / No
(If yes Furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer
Date:

Signature of Transporter

II. The contractor shall confirm the enclosure of all the below documents without which tenderer may not be eligible to participate in the tender:

1	PAN No.	
2	GST REGISTRATION NUMBER	
2.1	State in which registered	
2.2	Type of GST Registration : Composite or Regular (Indicate Composite or Regular)	
2.3	Whether Casual Taxable person or non-resident taxable person or regular taxable person	
2.4	Place from where the services are rendered	
3	Banker's Name & Address	
4	Bank A/C No. & Branch	
5	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
6	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: ex. 2016-17, 2017-18 & 2018-19	
7		Amount :
	Details of EMD	DD No :
	(DD / EFT number.)	DD date :
	(DD has to be enclosed along with Technical bid).	Bank :
		Branch :
Valid up to date:		
8	Details of tender document cost	Amount :
	(DD / EFT number.)	DD No :
	(DD has to be enclosed along with Technical bid).	DD date :
		Bank : Branch :
9	Particulars of Experience/Credentials	
	As per pre-qualification requirements. (Work completion certificates to be enclosed)	
	(a) If vendor submits Pvt. Company experience, the following documents should be submitted along with technical bid:	
	1. Awardal Copy	
	2. Agreement Copy	
	3. TDS/Form 26AS	
	Otherwise bid will be liable for rejection.	
10	GST Reg. No: (Copy to be enclosed)	
11	Reverse Auction acceptance ? Yes/No	

Signature of Transporter

2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% (Rs.37.79 lakhs) of the estimated cost. Further, the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years’ turnover, previous year turnover is compulsory.
- ii) Particulars of experience / credentials for the works executed of similar nature during last 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works each costing not less than the amount equal to 40% (each work Rs.1.56 lakhs) of the estimated cost.
 - OR
 - b. Two similar completed works each costing not less than the amount equal to 50% (each work Rs.1.95 lakhs) of the estimated cost.
 - OR
 - c. One similar completed work costing not less than the amount equal to 80% (each work Rs.3.12 lakhs) of the estimated cost.

Similar Works means any experience relevant to transportation of goods.

(If the experience certificates for above work are submitted from the private organizations then for executed value either TDS certificate or bank statement is to be submitted as a proof of payment).

- iii) “The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com”.
- iv) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- v) GST Registration number (Copy of GST registration to be enclosed).

Signature of Transporter

3.0 INSTRUCTIONS TO TENDERER

3.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:

Part 'A': Techno-commercial Bid

(To be submitted in sealed cover enabling us to open on 25/08/2020 at 1400 Hrs.

Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.

3.2 Part 'A' must be duly completed and super-scribed. "Part A Techno-commercial Bid".

Tender No.1: HY/CMM-STORES/SHIFTING/2020-21, Dt. 04.08.2020

Shifting of materials from 12 Stores to New Plate & Pipe yard and vice-versa for the year 2020-21.

The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

3.3 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed "Part-B Price Bid".

Tender No.1: HY/CMM-STORES/SHIFTING/2020-21, Dt. 04.08.2020

Shifting of materials from 12 Stores to New Plate & Pipe yard and vice-versa for the year 2020-21.

3.4 Part 'B' – Price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. Price bid will be opened in respect of those tenderers who are qualified in Techno- Commercial Bid.

3.5 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed & stamped on each page by tenderer as a token of acceptance. Any alteration, erasure or over-writing will render the tender invalid. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.

3.6 The tenderer should submit the tender documents intact without detaching any page or pages.

3.7 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.

3.8 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.

3.9 The price/rate should be quoted in figures as well as in words.

3.10 For any further details required, Sr. Officer/CMM-12 Stores, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23184391/4429.

Signature of Transporter

- 3.11 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and addressed to DGM, Vendor Complex should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-502032 so as to reach on or before 1100Hrs on 25.08.2020. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 25.08.2020 at 1400 Hrs the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- 3.12 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of laws and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.
- 3.13 PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format. The tender percentage should be quoted on estimated amount after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.
- 3.14 VALIDITY OF RATES: The price bid validity quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
- 3.15 Tender document cost and Earnest Money deposit via demand draft/ RTGS/NEFT shall be enclosed to the techno-commercial bid only. Otherwise the offer will not be considered.
- 3.16 The tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices adopted in BHEL.
- 3.17 i) The transporter shall be responsible for observance of local laws, employment of personnel, payment of taxes etc.
- ii) The firms/vendors/contractors/transporters who are in the BHEL banned list are not eligible to participate in this tender. The offers received from such firms/vendors/contractors/transporters will be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Signature of Transporter

iii) Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

- 3.18 The contractor's/Transporters/Firms who are entering first time in BHEL, Ramachandrapuram are requested to provide the following NEFT details (Bank official Signature) along with cancelled cheque. This information is required for transactions between BHEL and the Contractor's/Firm's.

(Vendors to furnish this mandate on their Letter Head.)	
To Dy. Manager/Finance-CM Bharat Heavy Electricals Limited Ramachandrapuram Hyderabad 502 032 Dear Sir, Sub: Details for National Electronic Fund Transfer We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below A. Sup code (As per PO/SCO) / Staffno : B. (Name as per PO/SCO) : (Retd Employee to indicate address here) C. PAN of Beneficiary : D. TIN of Beneficiary : E. e-mail address of Beneficiary : F. City (of Beneficiary) : G. Bank Name : H. Branch (of Bank) : I. A/c Number : J. A/c type (Savings or Current) : K. MICR Code of the branch (9 digit) : L. IFSC for NEFT (11 char) : M. IFSC for RTGS (If different from L) : Thanking you,	Ref No: _____ Date: _____ Ref No. _____ (Signature with Seal) _____ Authorised Signatory Name _____ Name _____ Designation _____ Designation _____
Certified that the particulars furnished above are correct as per our records Date _____ (Signature of authorized official of bank) _____ Bank Stamp _____	

Signature of Transporter

- 3.19 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:
- i) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) above.
 - iii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
- 3.20 BHEL reserves the right to award the contract to one or more contractors/transporters simultaneously as deemed fit at the initial stage or during the contract period.
- 3.21 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 3.22 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 3.23 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 3.24 Tender document should be complete in all respects.
- 3.25 Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 3.26 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 3.27 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 3.28 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 3.29 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 3.30 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

Signature of Transporter

3.31 SITE VISIT

- a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures including payments, billing and practices etc. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
- b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- c. The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

3.32 Taxes & Duties- GST Clauses

- a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
- c) The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- h) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.

Signature of Transporter

- i) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- j) Penalty clause: 0.50 % of the value of work or part thereof will be levied for every week delay in Initial deployment of requisite manpower from the date of issue of LOI/Commencement of work. Penalty amount so determined along with applicable GST thereon shall be recovered.
- k) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- l) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged

4.0 GENERAL TERMS AND CONDITIONS

- a) In case Transporter engages labour from outside Telangana State to execute the said work, he is required to obtain license under Inter State Migrant Workmen (RE&CS) Act 1979.
- b) BHEL reserves the right to split up the work into convenient portions and award them to different transporters.
- c) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential
- d) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- e) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language.
- f) No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.
- g) The BHEL Bank account details for payment of tender document cost & EMD through RTGS/NEFT mode is as follows:

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

Signature of Transporter

4.1 ELIGIBILITY CRITERIA

- 4.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.
- 4.1.2 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 4.1.3 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 4.1.4 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 4.1.5 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 4.1.6 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

5.0 EARNEST MONEY DEPOSIT

- 5.1 An amount of **Rs. 7, 797/-** towards EMD shall be paid to BHEL through EFT (EFT ACCNT NO.: 00000062048154115 , STATE BANK OF INDIA RC PURAM BRANCH IFSC SBIN0020075) or by Demand Draft drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- 5.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- 5.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.

Signature of Transporter

- 5.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL.
- 5.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.

6.0 SECURITY DEPOSIT

- 6.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

- 6.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.

6.3 *Modes of deposit:*

- i) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (EFT ACCNT NO.: 00000062048154115 , IFSC SBIN0020075)
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: 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)

6.4 *Collection of Security:*

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security

Signature of Transporter

Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Transporter.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

The Security Deposit shall not carry any interest.

- 6.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
- 6.6 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

7.0 STATUTORY REQUIREMENTS

- 7.1 All statutory duties, taxes existing on date of submission of tender bids have to be considered for submission of price bids. However, any changes in the taxes and duties by Central / State Governments will be considered for incorporation at the time of final payment.
- 7.2 Transporter shall comply with all statutory requirement, rules, regulations, notifications in relation to MV Act and employment of his employees issued from time to time by the concerned authorities.
- 7.3 Transporter wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 7.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 7.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 7.6 The Income tax as applicable will be deducted from the bill of the contractor.
- 7.7 ***Penalty/Levies for non-compliance of any applicable Act viz. MV Act etc., will be to the account of transporter and the same will not be reimbursed.***

8.0 MANPOWER

- 8.1 The Transporter shall provide the required manpower (shall not engage a person who is less than 18 years of age) for executing the work.
- 8.2 The Transporter shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Transporter shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.

Signature of Transporter

- 8.3 The Transporter, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 8.4 The Transporter will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The transporter or his representatives shall be available in the factory to control and supervise the execution of work and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the transporter.

9.0 SAFETY & INSURANCE

- 9.1 The Transporter is responsible for safe delivery of the material at the destination. BHEL will have the right of subrogation in case of loss /damage caused to the material being transported by the transporter. The transporter shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the transporter or his employees in accordance with appropriate statutory requirements. If due to transporters carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/BHEL property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the transporter.
- 9.2 The Transporter is responsible for safe delivery of the material at the destination. In case of damage / loss of material during transit, the contractor will be held responsible and compensate for any loss (Because of any mishap, accident enroute and consequences thereof including legal complications, if any).
- 9.3 All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the transporter & used as per requirement.
- 9.4 Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- 9.5 Violation of applicable safety, health & environment related norms, a penalty of 5,000.00(Rupees Five thousand) per occasion shall be imposed.
- 9.6 Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of 20,000.00) per injury in addition to 5,000.00 as mentioned above.
- 9.7 In case of fatal accidents, a penalty of 1% of the contract value (maximum of 10,00,000.00(Rupees Ten lakhs) per fatality in addition to 5,000.00 as mentioned above.
- 9.8 In case of accident the transporter or his authorized representative shall arrange to submit the following:

Signature of Transporter

- i) A copy of FIR lodged in police station of area concerned.
- ii) All accidents at any point shall be reported immediately to BHEL in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
- iii) Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice BHEL. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL officials shall be informed in writing through Mail, Fax or Letter and shall intimate within 24 hours of incident or accident or loss or damage to enable the contractors responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment and all loss shall be recovered from the contractor.

9.9 Vehicles:

Suitable vehicles are to be used for the carrying materials & should have valid documents and must be produced on demand by BHEL Security Staff.

9.10 Movement of vehicles:

- i) The vehicle should not travel at more than 20 km/hr in BHEL Premises.
- ii) The driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- iii) In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- iv) The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

9.11 Loading/Un-Loading:

- i) The loose pieces shall be bundled before loading on the truck by the consignor.
- ii) While loading/unloading proper slinging practice should be followed.
- iii) The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded/un-loaded. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gangways.
- iv) When reverse operation are undertaken adequate helpers should be engaged to control the movement.

Signature of Transporter

9.12 Responsibility:

- i) To protect the consignments from rains in warranting situations, transporters shall ensure tarpaulin covers to the consignments.
- ii) Compliance of all the safety precautions and other instructions required in road transportation e.g. flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
- iii) Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporter.
- iv) The company will not be in any way responsible for any injury of whatsoever nature, loss of life or any other loss caused to the transporter workmen during the course of such loading/unloading work. The transporter will have to ensure compliance with the statutory regulations for vehicles.
- v) BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of transporter. BHEL is not liable to pay any compensation under such events or any other reasons whatsoever.
- vi) The transporters have to maintain their vehicles in good running condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV Act and subsequent amendments.
- vii) Security, Safety and Environmental Management Systems (EMS) and other Rules & Regulations of BHEL should be observed while in BHEL complex. Ignorance of such rules and regulations will not be accepted as an excuse.

10.0 PERIOD OF CONTRACT

- h) The contract shall be, initially, for a period of 12 months i.e., from the date of LOI.
- ii) The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions & Rates.
- iii) Bharat Heavy Electricals Limited reserves the right either to short close the contract or to terminate the contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement or through e-mail.
- iv) The consignments (material), booked within the contract period fall within the scope of the contract, irrespective of the date of loading/unloading.

Signature of Transporter

11.0 FAILURE TO COMPLY WITH CONTRACT

- 11.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- 11.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- 11.3 In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

12.0 BOOKING OF MATERILAS

The transporter shall arrange suitable vehicles (LCV, HCV, Open Truck, Taurus, Trailer etc.,) for collection of materials from different points of factory and unload them at new plate and pipe yard & Vice-versa. In case failures are reported for FOUR times within SIX Months, the termination of the contract will be for the rest of the period and forfeiture of the Security Deposit is at the discretion of the contract executing authority.

13.0 REQUISITION/ ORDER/NOTICE / COMMUNICATION TO TRANSPORTERS

The Requisition for vehicles (*Prior information about the dimensions of the materials to be shifted along with the weight will be informed*) for lifting the consignments/orders/notices or any correspondence to the transporters or to their branches requesting for vehicles and any other matter will be sent by e-mail or in writing to the address furnished by the transporters and these shall be deemed to have been served on the transporter on the date of delivery of such letters and the transporter shall carryout the orders without any delay. The transporter has to place his representatives at the premises of BHEL, Ramachandrapuram, Hyderabad on all working days and also on holidays (whenever prior intimation is given by BHEL officials). Requisition for vehicles for lifting the consignments or any orders or notices handed over in writing to the said representatives of the transporter stationed at BHEL, Ramachandrapuram, Hyderabad and obtaining the representative's signature with date shall be deemed to have been served on the transporter. In case transporter or his representative does not acknowledge BHEL letter of requisition for vehicle, the date of letter will be taken into consideration for further course of action.

Signature of Transporter

*Vehicles shall be arranged within 48 hours for LCV, HCV, Open Truck, Taurus and 72 hours for Trailers on receipt of requisition from BHEL Officials **through letter / e-mail.***

- i) *Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the contract period.*
- ii) *Notwithstanding the above, BHEL reserves the right to accept or reject any particular offer or part of the offer without assigning any reasons thereof.*
- iii) *Distance from factory area to New Plate and Pipe Yard is approximately 5Km.*

14.0 REPORTING OF VEHICLES/LIFTING OF MATERIALS

The vehicles with load/empty shall be made available in BHEL Hyderabad factory/New Pipe Plate Yard premises before 1300 Hrs. Positively on any working day, so as to complete the unloading/loading operations and send the vehicles out of the premises by 15.00 hrs. on the same day. In case of reporting of vehicles beyond 1300 Hrs. on any day, the unloading/ loading will be discontinued and resumed only on the next working day.

15.0 WEIGHT MEASUREMENT

- i) The weight shall be taken as per actual weighbridge record of BHEL.
- ii) In all cases of incoming/outgoing consignments, weighment slips from BHEL Weigh Bridge have to be sent along with the bills in support of the weight mentioned. All the payments will be made based on the weighment slips.

16.0 SUBMISSION OF BILLS

Payments to the transporters shall be arranged as per the rates accepted by Bharat Heavy Electricals Limited.

The transporter shall submit the bills and other charges, if any, within 60 days from the date of delivery/ acknowledgement of the material. Payment of bills for delayed submission beyond 60 days shall be at the discretion of Contract Executing officer after due explanation is given by the carrier.

The following documents/ particulars shall accompany the first bill.

- (a) BHEL, Hyderabad Purchase Order/ Work Order reference.
- (b) Gate passes and weigh slips

17.0 PAYMENT TO TRANSPORTER

- i) Normally, the periodicity of payment to the transporter shall be on a calendar month basis (Billing will be on WEIGHT basis). The Transporter shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.

Signature of Transporter

- ii) In certain cases due to direct association of work with customer project, payment is made after completion of work. In such cases same will be specified in the NIT/enquiry and the agreement entered into post award of job.
- iii) For all materials transported on account of BHEL, the freight shall be charged as per the agreed rates between BHEL and Transporter.
- iv) Acknowledgement has to be obtained by transporter after unloading the material from executing agency. Bills will be verified with respect to gate passes and weigh bridge slips. ***(payment will be made according to weightment slips recorded at the BHEL Weighbridge)***

18.0 SUB CONTRACTING

It is the normal practice that the contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

However hiring of vehicles and services from other agencies/transporters is permitted. In case of hiring of vehicle, all contractual & legal responsibilities will lie with the contractor only.

19.0 LATCHING

Proper Latching of the material(s) on the vehicle is the responsibility of the transporter with his own material.

- i) Any damage to the material(s)/BHEL/others due to improper latching will be recovered from the transporter.
- ii) During latching of the materials, if any injury occurs to the driver/cleaner/helper or connected staff of the vehicle is at the risk of the transporter.

20.0 REQUIREMENT FOR TRANSPORTATION OF MATERIALS

- i) If any damage is observed before lifting, the material (s) proper certification is to be obtained from the Officer in charge about the condition of material.
- ii) It is the sole responsibility of the transporter to place and transport the BHEL material in specific carrying capacity of vehicles, to suit the weight/dimensions of the material. All BHEL materials shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the transporter's account.

In all cases of incoming/outgoing consignments, weightment slips from BHEL Weigh Bridge have to be sent along with the bills in support of the weight mentioned. All the payments will be made based on the above weightment limited to amount claimed.

21.0 TRANSHIPMENT

Transshipment of goods enroute from one vehicle to the other is not allowed. The vehicle Registration No. in which the material was originally loaded shall be recorded on the LR /Gate Passes. In case any transshipment becomes inevitable due

Signature of Transporter

to break down etc., enroute, the same may be done on exceptional basis with the prior approval of DGM/Stores-CMM, furnishing the reasons for transshipment. No additional payment will be made in case of transshipment, it is in transporters sole discretion.

22.0 DELIVERY OF CONSIGNMENT

It is the responsibility of the transporter to obtain proper acknowledgement on Gate Passes/ Lorry Receipt with the seal of the concerned authority when materials are delivered. In all cases where proper acknowledgement is not obtained from the concerned authority for the full quantity of materials consigned, the transporter will be fully responsible for value of such materials not delivered either in part or full and the cost will be recovered from the transporter. Cost of the material not delivered partly or fully will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of the materials.

23.0 SUB-LETTING OF WORK

Under no circumstances, the transporter after entering the rate contract would be permitted to arrange transportation of materials entrusted to him through another transporter/agency i.e., Subcontracting of the work either in full or in part is not allowed. However hiring of vehicles and services from other agencies/transporters is permitted.

Violation shall lead to forfeiture of Security Deposit and finally termination of the contract.

Transporter carrying materials of BHEL in the vehicle should not load the consignments/materials belonging to other transporter. In such cases no payment will be done.

24.0 PENALTY FOR NON-LIFTING

Vehicles shall be arranged within 48 hours for LCV, HCV, Open Truck, Taurus and 72 hours for Trailers on receipt of requisition from BHEL Officials through letter / e-mail. The transporter has to place his representatives at the premises of BHEL, Ramachandrapuram, Hyderabad on all working days and also on holidays (whenever prior intimation is given by BHEL officials). Requisition for vehicles for lifting the Material or notices handed over in writing to the said representatives of the transporter stationed at BHEL, Ramachandrapuram, Hyderabad and obtaining the representative's signature with date shall be deemed to have been served on the transporter. In case transporter or his representative does not acknowledge BHEL letter of requisition for vehicle, the date of letter will be taken into consideration for further course of action.

If there is a delay in arranging the vehicle even after 48 hours for LCV, HCV, Open Truck, Taurus and 72 hours for Trailers on receipt of requisition from BHEL Officials, a penalty of Rs. 1000/- day will be levied per vehicle.

Any vehicle entering the factory premises without prior permission of contract executing officer, a penalty of Rs. 1000/- will levied.

Signature of Transporter

25.0 RISK PURCHASE

In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non lifting of material(s) as per Contract / Agreement BHEL reserves right to entrust the job to alternate Transport Carrier and additional expenditure, if any, including consequential cost shall be recovered from the default Tenderer.

The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer.

If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.

26.0 FREIGHT RATES

The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statistical charges, enroute etc., except GST and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of contract will be entertained.

27.0 SECURITY RULES & REGULATIONS AT BHEL

- i) The transporter and or his agent shall comply with all the Security & HSE regulations of the company in the matter of entry, exit and movement inside the premises of BHEL. In addition they should also observe rules and regulations of consignee/consignor. The transporter shall also ensure compliance with all statutory environmental regulations.
- ii) The transporter shall ensure that all employees/persons engaged/authorized by him for carrying the work, behave properly with the Company's Officers/Staff. In the event of any misbehaviour, reported by the Officer concerned of BHEL, the transporter shall immediately withdraw such employee/persons from the work.
- iii) Transporter shall ensure valid R C Book and other relevant documents for the vehicles.
- iv) Transporter shall also ensure vehicle driver shall carry original HMV **Driving License** for verification by the Security, which is statutory requirement.

28.0 TRAFFIC REGULATIONS & REQUIREMENTS

- i) It is the responsibility of the transporter to provide at his cost the required personnel for running the vehicles and shall ensure providing of vehicles of suitable size, capacity and quality, keeping in view of the Government regulations and in accordance with Motor Vehicle Act **1988** with latest amendments from time to time and for safety of transportation of the consignments to the destination.

Signature of Transporter

- ii) All applicable documents including licenses or any other relevant authorisation from competent authority as required for running the vehicles as per Indian Motor Vehicle Act shall be obtained by the transporter at his own cost. BHEL shall not have any responsibility for any complications arising out of such contingencies. Any such contingencies arising in this respect are entirely the transporter's responsibility. The transporter shall be solely responsible for any mishap such as accident, fire etc., enroute and consequences thereof, including legal consequences if any. The transporter shall be responsible for delivery in good condition of consignments booked through them.

29.0 TERMINATION OF CONTRACT

- i) If the transporter fails or neglects or refuses to observe/performs any of the terms and conditions/obligations under the contract, BHEL may without prejudice to any other rights, terminate from this contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation of 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 transporter under this contract.
- ii) If the transporter withdraws his offer after acceptance of the same 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.
- iii) In case of detection of any malpractices disciplinary action shall be taken as per Company's Rules & Procedures.
- iv) 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.
- v) BHEL, Hyderabad shall have the option to terminate the contract without notice in the event of liquidation (voluntary or compulsory) of the contract or transporter or on the transporter becoming insolvent. Notwithstanding anything contained above, the company reserves the right to terminate this contract if the transporter violates any of the terms & conditions of the contract agreement. In the event of any unethical practice being noted during the tenure of the contract BHEL reserves the right to terminate the contract without notice and the Security Deposit of the transporter will be forfeited.
- vi) Transporters who have been suspended or black listed by any other BHEL unit will not be allowed to participate in this tender.
- vii) The Transporter shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.

Signature of Transporter

30.0 DUTIES & RESPONSIBILITIES OF THE TRANSPORTER

- i) The duties, responsibilities and obligations of the transporter including statutory responsibilities mentioned in this document are indicative and not exhaustive. Transporters are required to confirm with the concerned authorities for proper and complete compliance.
- ii) The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- iii) The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the applicable insurance agency ESI Act and rules made therein.

- iv) The workmen of the transporters shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by transporter to his workmen. The transporter/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- v) The liability for compensation on account of injury sustained by an employee of the transporter will be exclusively that of the transporter.
- vi) The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.

Refund of Security Deposit: Security Deposit of transporter will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract by the concerned Officials / department and submission of an Undertaking from the transporter, that in case of Claims from any of the statutory authorities, the same would be indemnified by the transporter.

- vii) The Transporter shall be required to deposit Taxes as applicable as assessed by Statutory Concerned Tax Authority (Tax Cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- viii) All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice. BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

Signature of Transporter

- ix) The Transporter shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- x) The Transporter will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The transporter will also be responsible for the good conduct of his workmen.
- xi) The Transporter shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- xii) In case the transporter makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the transporter shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other transporter or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the transporter.
- xiii) Whenever any sum of money is found to be recoverable from or payable by the transporter, the same will be deducted from any sum that may due or which at any time there after becomes due to the transporter under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the transporter shall pay the same or the balance thereof from the security deposit. The transporter shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- xiv) During the currency of contract, if the transporter is awarded any other job work contract in BHEL, the transporter will have to inform the designated BHEL official before accepting the other work.
- xv) In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- xvi) All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- xvii) The transporter shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.

Signature of Transporter

- xviii) The transporter shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- xix) The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- xx) BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- xxi) BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

31.0 SPECIAL NOTE

- i) Transporter should carry the consignment complying with the applicable provisions of relevant MV Act/State Act. No payment on account of violation of MV Act/State Act will be payable except as mentioned in the Tender document.
- ii) Transporter should confirm their acceptance to interact with BHEL through Web/Internet/Phone on matters such as confirmation of placement of vehicles, delivery of materials etc., through existing systems and also those introduced by BHEL during the contract period.
- iii) The bidder is responsible for any penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the bidder.
- iv) Vehicles should be fit in running condition and should give trouble free service. BHEL officials shall verify the R C Book, Licences and other relevant documents.
- v) BHEL reserves its right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act or and APMV Rules.
- vi) The transporter shall indemnify and compensate BHEL for any loss or damage to the property of BHEL occurring due to transporter/his workmen/representatives negligence or otherwise. The loss or damage so suffered by BHEL shall be adjusted from the Security Deposit paid by the transporter or from the freight bills or any sum due to him by BHEL.
- vii) Transporter shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- viii) The transporter shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the transporter. **BHEL, Hyderabad is not responsible for any injuries to the transporter's personnel inside the company premises.**

Signature of Transporter

- ix) Transporter shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver.

32.0 CONTRACT WORK DESCRIPTION

S. No.	Activity
1.	Latching the loaded materials properly to avoid any accident/ damage.
2.	Weighment of vehicle before and after loading.
3.	Shifting of material from different corners of BHEL, Hyderabad factory area to New Plate and Pipe yard outside factory area and Vice-Versa.

**** One helper along with the driver is allowed for any vehicle of category HCV and above. However, no helper is allowed for LCV.**

33.0 CATEGORY OF VEHICLES:

Category of Vehicles				
S. No.	Type of Vehicle	Length	Width	Height
1	LCV	Upto 4.5 Mts	Upto 1.8 Mts	Upto 2.0 Mts
2	HCV	Upto 6.0 Mts	Upto 2.0 Mts	Upto 2.0 Mts
3	Open Truck	Upto 6.0 Mts	Upto 2.5 Mts	Upto 2.5 Mts
4	Taurus	> 6.0 to 7.0 Mts	Upto 2.2 Mts	Upto 2.5 Mts
5	Trailer	> 7.0 to 12.0 Mts	> 2.2 to 3.6 Mts	> 2.5 to 3.6 Mts

Note1: Maximum carrying load on the vehicle is the passing load of the vehicle.

Note2: Transporter has to arrange the suitable vehicle as per the above said dimensions.

34.0 LAWS GOVERNING THE CONTRACT

- i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

35.0 LEGAL JURISDICTION

- i) In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad,

Signature of Transporter

where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP / BHEL PE&SD is situated and no other court shall have the jurisdiction.

36.0 ARBITRATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

Conciliation clause:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

Signature of Transporter

AFFIDAVIT-CUM-UNDERTAKING

(to be submitted by the bidders along with their bid on non-judicial stamp paper of appropriate value duly notarized)

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as in M/s., i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorised to submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum-undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I state that we (give name, address, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.

2. I state that we (furnish details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc. including details of DIN Numbers in case of Directors and PAN Number in case of partners/proprietors, duly supported by self-attested copies of relevant documents).

3. I state and confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s /common Director(s).

4. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

☐☐BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent;

or

any document submitted by the bidder was fake or forged;

or

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

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit.

DEPONENT

Solemnly affirmed and signed
Before me on this the__ day
of _____, 2020 at Hyderabad

Signature of Transporter

No Deviation Letter
(On your company letter head)

This is to certify that I/We have read the terms and conditions of the tender and agree for all the conditions without exception including penalty clause, payment of security deposit, etc. We also confirm that non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection. We have also acquainted ourselves 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.

Thanking You,

UNDERTAKING
(On your company letter head)

To,
The Dy. Manager
CMM-12 Stores,
BHEL, Hyderabad.

This is to certify that

- 1) My quoted rates are workable and I agree to load the materials allocated to me irrespective of place where they are in New Plate & Pipe Yard and unload in the place required by the concerned authority factory area of BHEL, Hyderabad. Security Deposit will be submitted accordingly.
- 2) In case of any Non-Compliance, BHEL may initiate disciplinary action as per company Rules.

Thanking You,

Signature of Transporter

37.0 SPECIAL TERMS & CONDITIONS OF CONTRACT

- i) The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- ii) Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iii) The quantity will be counted, measured and weighed and certified by the authorized persons.
- iv) The quantity may slightly vary depending on the requirement, which will be informed in advance by BHEL.
- v) The payment will be as per actual quantity prepared, executed and accounted.
- vi) The transport contract is valid for one year from the date of award of contract by BHEL, Ramachandrapuram, Hyderabad.
- vii) Bharat Heavy Electricals Limited reserves the right either to short close the contract or to terminate the contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement or through e-mail.
- viii) BHEL also to reserves the rights to negotiate L1 rate.
- ix) BHEL may enter into contracts simultaneously with any other transporters (who have been qualified in this tender and agree for L1 rates) as may be deemed fit at any time during the contract period in the interests of the work.
- x) Transporter shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver.

38.0 REVERSE AUCTION

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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

Business Rules for Reverse Auction

This has reference to tender Enq. No. **Tender No.1: HY/CMM-STORES/SHIFTING/2020-21, Dt. 04.08.2020**, BHEL shall finalise the Rates for the ***Shifting of materials from 12 Stores to New Plate & Pipe yard and vice-versa for the year 2020-21*** through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

Signature of Transporter

The technical & commercial terms are as per

(a) BHEL Tender Enq. No. **Tender No.1: HY/CMM-STORES/SHIFTING/2020-21, Dt. 04.08.2020,**

(b) Bidders' technical & commercial bid (in case of two part bid) and

(c) Subsequent correspondences between BHEL and the bidders, if any.

A) Procedure of Reverse Auctioning

i. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA.

ii. **Online Reverse Auction:** The 'bid decrement' will be decided by BHEL.

iii. If BHEL decides the lowest sealed envelope price bid as the starting price, then the lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.

iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

B) Schedule for reverse auction: The Reverse Auction is tentatively scheduled on {date}; {start time}; {Close Time}.

C) Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} 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 {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders 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. The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

D) Bid price: The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document including loading (if indicated by BHEL due to deviations in technical/commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

E) Bidding currency and unit of measurement: Bidding will be conducted in *Indian Rupees* per Unit of the material as per the specifications {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

Signature of Transporter

F) Validity of bids: Price shall be valid for 100 *days* from the date of reverse auction. These shall not be subjected to any change whatsoever.

G) Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

H) Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company. MSEs and Bidders qualified under PPP-MII, Order 2017 would see their category at all time in their login. Purchase preference, however, is subject to falling within the purchase preference criteria.

I) Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

J) Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

K) Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained. In order to ward-off contingent situation of connectivity failure 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 or loss of connectivity at the premises of bidders 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 M/s.{Service provider} is responsible for such eventualities.

L) Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly 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 bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

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 of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are

Signature of Transporter

fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

M) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc., from M/s {Service provider}.

N) M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

O) Successful bidder shall be required to submit the final prices (L1) in prescribed format for price breakup, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.

P) Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

Q) Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no **Tender No.1: HY/CMM-STORES/SHIFTING/2020-21, Dt. 04.08.2020**. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

R) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
- b. Bid Placed by the bidder
- c. Start Price
- d. Decrement value
- e. Rank of their own bid during bidding as well as at the close of auction.

S) BHEL's decision on award of contract shall be final and binding on all the Bidders.

T) BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

U) BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

V) Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

W) If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Signature of Transporter

X) Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com)*, shall be initiated by BHEL.

39.0 MSME Supplier

MSME suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-I where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Annexure-I

Certificate by Chartered Accountant on letter head

This is to Certify that M/s.....
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
.....dtd:.....Category:
..... (Micro/Small).

Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. **For manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale industries vie its notification No. S.O. 1722 (E) dated October 5, 2006 :)
Rs.Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act.2006.)
Rs..... Lacs

The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs for Micro/ Small (strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Signature of Transporter

Part – “B”**40.0 PRICE BID****Nature of Work: Shifting of Materials****Estimated weight to be moved: 1914 Ton (approximately)**

S. No.	Description	Estimated Weight to be Shifted (Tons)	Rate/Ton (Rs.)	Estimated Amount (Rs.)
1	Shifting of materials from 12 Stores to New Plate & Pipe yard and vice-versa for the year 2020-21	1914	203.67	389824

TENDER % on Estimated Total Amount	In figures	In words
EXCESS (+)		
LESS (-)		
AT PAR (0)		

CONDITIONS:

1. The tenderers are required to quote their percentage of excess/less/at par in figures and words over the Estimated Amount.
2. The estimate is excluding of GST, which will be paid extra with submission of documentary evidence.
3. The quantities shown above are approximate and liable for variation. The quoted rates should be applicable for additional quantity if any based on BHEL order receipts position and as well as for reduced quantity also. The Contractor is bound to execute the work in the period of contract on the same terms and conditions without any demur.

EVALUATION OF PRICE BID:

- i) Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis.
- ii) In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for awarding contract will be based on LOTTERY to be held in presence of representatives of L1 tenderers.
- iii) **If, in the opinion of the tender committee, that the rate quoted by the L1 contractor is not viable, the tender committee can cancel the tender and advise for fresh tender.**

Signature of Transporter

DECLARATION BY TENDERER

I, -----, aged ----- Yrs., S/o -----,
residing at -----

hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :

Place :

Signature of Transporter