



OFFICE OF THE AGM (CDC)

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/16-17/104

DATE: 15.11.2016

SUB: TENDER DOCUMENT (TWO PART BID)

1. Sealed bids are invited for award of contract for **the transportation of 8 Nos transformers from BHEL Jhansi to M/s Turial Hydro Electric Project, NEEPCO Limited, Variangte, Mizoram** on suitable vehicle. For detail Refer G-1
2. The bid is to be submitted in two parts as under:
 - a. **Part I –Techno-Commercial Bid** should contain all the documents including Earnest money and other annexure required for Techno-Commercial acceptance as defined in Terms and Conditions.
 - b. **Part II - Price Bid** - A separate sealed envelope should contain PRICE BID and should be super-scribed with “Part II Price Bid”, Tender No. “CDC/T/16-17/104” and due date of opening only.
3. Contract shall be finalized through Reverse Auction / Opening of price bids. For detail refer Clause G-4) 4.3 of General Terms & Condition.
4. **Earnest Money** of Rs. 74,000/- is to be deposited in the form of Account Payee Bank Draft in favor of “BHEL Jhansi” payable at Jhansi.
5. **Cost Of Tender Document** : Rs 400/- + VAT (as applicable, current rate 14.5%)
(In case the documents downloaded from website, the cost may be paid by enclosing Demand Draft in favour of “BHEL, Jhansi” along with technical bid or cash may be deposited at BHEL Cash Office and receipt be enclosed with Technical Bid)
6. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to AGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/16-17/104 and “Due Date of opening -**02-Dec-2016** and addressed to:

**AGM (CDC)
Tender Room
Administrative Building
BHEL, Jhansi
Jhansi – 284120 (UP)**

7. Above bid is to be sent under **Registered Post / Speed post**. The bid must be posted with due allowance for postal transit time so as to reach on or before **02-Dec-2016** 13.00 Hrs, in tender box.



8. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date **02-Dec-2016** The sealed common envelope and first sealed envelope containing "Part I-Technical Bid" will be opened on the same day i.e. **02-Dec-2016** at 14.00 Hrs in the presence of bidders who wish to be present on the occasion.
9. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
10. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
11. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
12. Any clarifications on the Tender document can be sought from the undersigned till 7 days before due date of opening between **9 AM to 4 PM.**
13. Any request for change of opening date of tender shall not be entertained.

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

**AGM (CDC)
BHEL Jhansi**



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi PIN 284120
Central Dispatch Cell

**TRANSPORTION OF CONSIGNMENT
TO NEEPCO LTD, VARIANGTE, MIZORAM
ON A SUITABLE VEHICLE**

**TENDER DOCUMENT No.
CDC/T/16-17/104**

“TERMS AND CONDITIONS”



INDEX

Sr.	Clause No	Title	Page No
1	G-1	Scope of Work	5
2	G-2	Pre-qualification Criteria	5
3	G-3	Statutory Documents	6-7
4	G-4	Bid Evaluation Criteria	7-8
5	G-5	Offer & Contract Validity	8
6	G-6	Bidders shall take note and ensure the following	9
7	G-7	BHEL Reserves the Right to	9
8	G-8	Contract Agreement	10
9	G-9	Earnest Money Deposit	10
10	G-10	Performance Security Deposit (PSD) & Stamp Duty	10-11
11	G-11	Traffic Regulations & Requirements	12
12	G-12	Route Permit/National Permit/Clearance	12
13	G-13	Protection/Safety of Consignment During Transit	13
14	G-14	Statutory Obligation of Transporter	14
15	G-15	Indemnity	14-15
16	G-16	Transshipment	15
17	G-17	Dispatch Documents	15-16
18	G-18	Consignment note Certification	16
19	G-19	Transit Insurance	16-17
20	G-20	Vehicle Movement Reporting	17
21	G-21	Detention, Demurrage, Wharfage, Storage	17
22	G-22	Delivery & Acknowledgement	18
23	G-23	Freight Payment	19
24	G-24	Penalty for Delay in Delivery	19
25	G-25	Risk & Cost	20
26	G-26	Arbitration	20
27	G-27	Jurisdiction	20
28	G-28	Contact Details	20
29		Price Bid Format	21
30		Self-Certificate Affidavit cum Agreement (Annexure G-E)	22
31		Authorization letter for e-payment (Annexure G-L)	23
32		Guidelines For Dealing With "Discrepancy In Words & Figures-Quoted In Price Bid (Annexure G-M)	24
33		Terms & Condition for REVERSE AUCTION (Annexure G-N)	25



G-1) SCOPE OF WORK

1. Transportation of 8 Nos transformers from BHEL Jhansi to M/s TURAL HYDRO ELECTRIC PROJECT, NEEPCO LIMITED, VARIANGTE, MIZORAM on a suitable vehicle preferably on 'low bed trailer'.

The detail of consignment is as following:

CAT	Description	Size (LxWxH) in mm	Quantity (Nos)	Weight of each transformer in MT
A	5 MVA Station Transformer	5300 x 2300 x 2850	1	21.5
B	12.5 MVA Generator Transformer	2700 x 2650 x 3050	7	27

- a) Loading & Unloading at Jhansi & at destination shall be in the scope of BHEL.
b) **Transporters to use low bed trailers** / hydra cranes where-ever there is height constraints.
c) Bidders are expected to visit the site and survey the route before bidding.
d) Transformers are ready for dispatch. Transportation shall commence from 2nd week of Dec-16.

G-2) PRE-QUALIFICATION CRITERIA

- 2.1. The bidder should be an IBA approved transporter & should attach IBA (Indian Banker's Association) recommendation Valid on the date of tender opening. It shall also be ensured that the same is available throughout the contract and if not, rate contract will be cancelled.
- 2.2. **EXPERIENCE:** Bidder should have experience of delivering **THREE** or more similar consignment of 27 MT or more to Hilly areas (destinations beyond Pathankot in Jammu & Kashmir, Rishikesh / Kashipur in Uttaranchal and Parmanoo / Kiratpur in Himachal Pradesh and Siliguri in North East state.)
Documentary proof (Contract copy & Execution Certificate) should be enclosed along with the bid.
- 2.3. **TURNOVER** - Average Annual financial turnover during the last 3 years, ending 31st March 2016 should be at least Rs 11.10 Lakhs.
Duly Audited Financial statement / Balance Sheet / Profit & Loss account / CA Certificate to be submitted as a supporting document.



G-3) STATUTORY DOCUMENTS

- 3.1. The following documents along with a covering letter should be attached with the offer (Techno-Commercial Bid, Part-1). All the attached document should be page numbered
- a. Receipt of Cost of Tender of Rs 400/- + VAT@14.5%
 - b. Earnest Money of Rs. 74,000/- in the form of Account Payee Bank Draft drawn at SBI, BHEL branch, Jhansi (UP) (Branch Code 3807) in favor of “BHEL Jhansi”).
 - c. Valid IBA Certificate on Bank Letter Head
 - d. Audited annual report / balance sheet of last 3 years / CA Certificate.
 - e. Experience related document (Contract copy & Execution Certificate)
 - f. Self-Certificate Cum Affidavit (Annexure GE) on non-judicial stamp paper worth Rs.100/-
 - g. Affidavit as per Clause 3.2 & 3.4 on non-judicial stamp paper of Rs.100/-
 - h. Copy of tender document signed by authorized signatory and stamped on each and every page as a token of acceptance.
 - i. Blank price bids duly signed and stamped (Price bid in prescribed format without price).
 - j. A sealed envelope containing price bids.
- 3.2. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:
- a. Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
 - b. Not have been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
 - c. Should one or more partners/directors/proprietors of the bidder firm have a relation or relations employed in the capacity of an Officer of BHEL, the authority inviting tender should be informed of the fact with the offer, concealing this, BHEL may cancel the contract & forfeit EMD/SD forthwith.
 - d. Neither any arbitration case pending with any of the BHEL units nor penalized in any arbitration case.
- 3.3. The Bidder should submit the following documents along with the offer & comply with the requirements
- a. Authorized Signatory shall be the person holding 'power of attorney' on behalf of the firm/company & authorized/empowered to act on behalf for the specific purpose.
 - b. Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/Public Notary/Registrar of Companies.
 - c. In case of single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
 - d. In case of partnership firms - The names of all the partners & their addresses. A copy of partnership deed/instrument of partnership duly certified by a Gazetted Officer/Public Notary.



- e. In case of Public/Private Limited Company - Date & place of registration including data of commencement certificate and certified copy of Memorandum and Articles of Association.
- f. BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.
- 3.4. The Bidder shall disclose /confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.
- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
 - (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.
 - (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director / Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
 - (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor / common Partner(s) common Director(s).
 - (v) 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 provision 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 the 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.

The bid submitted by any Bidder who omits to submit the affidavit cum undertaking as per the clause (iii), (iv) and (v) shall be liable to be summarily rejected.

G-4) BID EVALUATION CRITERIA:

- 4.1. Part-I Techno-commercial bids (refer Clause G-2 & G-3) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for Reverse Auction / Opening of price bid (Part-2). For detail refer Clause 4.3
- 4.2. Bidders are required to offer their best 'All inclusive' rates for executing the contract as per for scope of work (as defined in Clause G-1) in specific Price Bid format enclosed with this document. Service tax shall be paid extra as applicable.

L1 shall be decided on the Grand Total & the contract will be awarded to L1 bidder.



- 4.3. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of “online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extent guidelines in vogue.

- 4.4. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure ‘M’

G-5) **OFFER & CONTRACT VALIDITY:**

- 5.1. Offer should remain valid for acceptance for a minimum period of four (4) months from the date of Reverse Auction / Price bid opening.
- 5.2. Contract shall remain valid for a period of six months from the date of issuing of Letter of Intent. However, if required contract period may be extended on mutual consent.



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

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

G-7) BHEL RESERVES THE RIGHT TO: -

- 7.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 7.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 7.3. Evaluate the bids as per BHEL norms by the 'Tender Finalization Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 7.4. Cancel / terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 7.5. Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- 7.6. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
 - a) Submission of Contract agreement.
 - b) Submission of 'performance security deposit' as bank guarantee from any of BHEL Consortium or nationalized banks valid till six months from the expiry date of contract.



G-8) CONTRACT AGREEMENT:

- 8.1. The tender documents shall be deemed to form an integral part of the contract to be executed for this work, within 7 days from award of contract, on non-judicial stamp paper of requisite amount. Business loading shall commence only on compliance.

G-9) EARNEST MONEY DEPOSIT (EMD)

- 9.1. The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender notice (NIT), in the form of A/c Payee Demand Draft from any of the BHEL Consortium Banks or nationalized banks only payable to "BHEL, JHANSI" along with the 'techno-commercial' bid of two-bid system. Tenders not confirming to this condition will be summarily rejected.
- 9.2. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders his on request within a reasonable time after the award of the contract. EMD may be converted to performance security deposit (PSD) however it shall attract stamp duty as per Sl.1 of Clause 10.4
- 9.3. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.
- 9.4. Earnest Money Deposit (EMD) shall not carry any interest.

G-10) PERFORMANCE SECURITY DEPOSIT (PSD)

- 10.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 10.2. The total amount of Security Deposit will be 5% of the contract value within 15 days of issue of Letter of Intent (LOI). EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 10.3. MODES OF DEPOSIT:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee 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)

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

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

10.5. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.

10.6. If the transporter fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.

10.7. Performance Security Deposit may be forfeited in case of non-performance as per tender conditions.



G-11) TRAFFIC REGULATIONS & REQUIREMENTS:

- 11.1. The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/customer's or any other premises.
- 11.2. The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 11.3. The transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.
- 11.4. It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 11.5. The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted except in exceptional circumstances.
- 11.6. Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 11.7. Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 11.8. Transporters shall ensure that the latest applicable Motor Vehicle Act 1989 (as amended up to date)/ Motor Vehicle Rule is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 11.9. All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 11.10. Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

G-12) ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- 12.1. The transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.
- 12.2. The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter will produce such approved documents requiring scrutiny accordingly, before the consignment is loaded.



G-13) PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

- 13.1. To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -
- a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
 - b) That good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
 - c) **To protect the consignments, transporters shall ensure Tarpaulin covering to the consignments.**
 - d) Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
 - e) Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
 - f) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
- 13.2. The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 13.3. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 13.4. The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 13.5. Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 13.6. Transporter shall not auction any material belonging to BHEL where customer/suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 13.7. Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" basis. In such cases, liability for to & fro freight will rest with BHEL.



G-14) STATUTORY OBLIGATIONS OF TRANSPORTER:

- 14.1. The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 14.2. The transporter shall indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority. The transporter shall whenever be required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 14.3. The transporter shall accept liability for compensation in accordance with the provision of the Workmen's Compensation Act, 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- 14.4. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters; the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

G-15) INDEMNITY:

- 15.1. The transporter shall have to indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority.
- 15.2. The transporter shall indemnify and keep indemnified the BHEL against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.



15.3. The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against: -

- Observance of Labour & Industrial Laws.
- All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
- Documentary compliance relating to freight billing.
- Indemnity shall cover the entire transit right after loading to the unloading at destination.

G-16) TRANS-SHIPMENT:

16.1. Transporters shall endeavor that direct to destination vehicles are placed for loading the consignment(s) and collection of dispatch documents. In case of transshipment required en-route, the transporter shall inform BHEL in details the reason for transshipment. No additional charges shall be paid for loading / unloading during transshipment.

16.2. In case where unauthorized trans-shipment is done & goods are damaged, Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.

16.3. Any transshipment shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.

16.4. Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site & transported back to BHEL / Suppliers' work free of charge.

G-17) DESPATCH DOCUMENTS:

17.1. While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.

- a) Dispatch Advice Note/Challan, (DAN)
- b) Excise Invoice (Pink/ Duplicate) indicating PO reference,
- c) Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
- d) Consignee Copy of LR for door delivery,
- e) Road Permit/Waybills etc. wherever applicable,
- f) SMIV/PMIV/Excise Gate Pass, wherever applicable.
- g) Instructions for Unloading (If not mentioned in DAN)

17.2. The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.

17.3. In case the transporter fails to deliver original Excise Gate Pass (duplicate for transporter to claim CENVAT) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.



- 17.4. Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
- 17.5. All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.

G-18) CONSIGNMENT NOTE CERTIFICATION:

- 18.1. The following information shall invariably be legibly and clearly indicated on the BHEL specific Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer: -
 - a) Registration No(s). of the vehicle(s).
 - b) Weight, dimensions and No. of the packing cases or liquid quantity in KL.
 - c) Name & address of the consignor with specific destination.
 - d) Description of the consignments with BHEL Purchase Order (PO) reference.
 - e) Distance to destination in Km and rate of freight.
 - f) Dispatch Control Record entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
 - g) Freight details and consignment value.

G-19) TRANSIT INSURANCE:

- 19.1. Transit insurance of the consignment shall be covered by BHEL/Consignee. However, as per Carriage by Road Act 2007 or its latest amendment, transporter shall be responsible for any damages to the consignment during transit.
- 19.2. The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007.
- 19.3. Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 19.4. The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
- 19.5. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 19.6. The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute



- later. Manager of Transport Company shall duly attest the signature of the representative.
- 19.7. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
 - 19.8. Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
 - 19.9. In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
 - 19.10. In case of accident freight charges from loading point to accident place, reloading charges and freight charges from accident place to pick up point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.
 - 19.11. Transporter will furnish the damage / shortage certificate in the BHEL prescribed format within 15 days from the date of accident or damages / shortage / missing remarks at receipted LR. In addition, if damage found in sound box within 06 months from the date of delivery of consignment, the transporter is liable to furnish the damage / shortage certificate within 15 days as and when asked by BHEL.
 - 19.12. Transporter will intimate BHEL within 24 Hours via Phone, fax, letter etc. to any damage / shortage / missing / pilferage/ stolen of the item / consignment in the custody of transporter
 - 19.13. Each and every delivery of consignment is to be get signed by person taking the delivery, with designation and mobile No. and to be furnished to BHEL.

G-20) VEHICLE MOVEMENT REPORTING:

Transportation may be supervised by BHEL appointed surveyor. To monitor the movement of consignment closely, transporter shall inform mobile phone no. of the driver(s). Driver(s) to ensure that their mobile phone is operative throughout the journey.

G-21) DETENTION:

- 21.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter charges at point of loading. However, if at unloading point or en-route, the vehicle is detained (for reasons not attributable to the transporter) for more than two days, detention charge shall be paid @ Rs 2000/- per day for no. of days exceeding 2 days of detention. Detention will be limited to maximum 25% of the basic freight charges. Transporters to submit documentary / photographic evidence / verification by BHEL representative for all the detention cases.
- 21.2. Go-down / Storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorized en-route intermediate storage at the rate of 5 paise per Kg per day after two months.



G-22) DELIVERY & ACKNOWLEDGEMENT:

- 22.1. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
- 22.2. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 22.3. The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) if required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 22.4. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 22.5. Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
- 22.6. In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- 22.7. In case of accident freight charges from loading point to accident place, reloading charges and freight charges form accident place to pick up point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.



G-23) **FREIGHT PAYMENT:**

- 23.1. Payment of freight will be done after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL JHANSI and production of documentary evidence in support thereof.
- 23.2. Payment shall be made at JHANSI only after submission of acknowledgement from site/customer in the prescribed manner, through CDC. All freight payment will be made by Electronic Fund Transfer after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- 23.3. Payment of freight bills shall normally be made within (sixty) 60 days of presentation of the bill in prescribed format duly supported with the acknowledgement on the LR/GR, in duplicate in the prescribed manner. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.
- 23.4. Freight Bills submitted after 90 days from the date of delivery will not be accepted unless transporter explains the delay in writing.
- 23.5. Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer, or settlement of insurance claim by underwriters in case of equipment damage.
- 23.6. In terms of Service Tax applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate stating that they have not availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No. 12/2003 ST dated 20/06/2003.

G-24) **PENALTY FOR DELAY IN DELIVERY**

- 24.1. Allowed Transit time – 25 days (excluding entry / exit). However, all efforts shall be made for earliest / safe delivery.
- 24.2. In case of delay with respected to given Delivery time, a penalty @ 2% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied. Transit delay penalty shall not be charged if the delivery is delayed because of Force Majeure reasons mentioned below
- 24.3. **Force Majeure:** The following shall amount to force Majeure. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which transporter has no control. Mechanical failure shall not come under force majeure.
- 24.4. Delay attributable to above force-majeure conditions will be reviewed by AGM (CDC) on representation by transporter for granting relief on merit.



G-25) **RISK & COST**

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

G-26) **ARBITRATION:**

Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, JHANSI. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at JHANSI.

G-27) **JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at JHANSI only shall have jurisdiction.

G-28) **CONTACT PERSON**

In case of any query please contact

Sh S.Zaman, Sr Mgr (CDC) at 09415113470, 05102412424,
shams@bheljhs.co.in

OR

Sh G.S.Jalli, AGM (CDC), at 09453001070, 05102412620,
gsjalli@bheljhs.co.in



PRICE BID

CAT	Particulars	Qty	Rate / job (Rs.)	Total Amount in Rs. (All Inclusive)
		A	B	C=A X B
A	Transportation Charges for Transporting 5 MVA, 21.5 MT Station Transformer (5300 x 2300 x 2850) from BHEL Jhansi to M/s TURAL HYDRO ELECTRIC PROJECT, NEEPCO LIMITED, VARIANGTE, MIZORAM on suitable vehicle	1	Rs.....	Rs.....
B	Transportation Charges for Transporting 12.5 MVA, 27 MT Station Transformer (2700 x 2650 x 3050) from BHEL Jhansi to M/s TURAL HYDRO ELECTRIC PROJECT, NEEPCO LIMITED, VARIANGTE, MIZORAM on suitable vehicle	7	Rs.....	Rs.....
GRAND TOTAL (A+B) in Rs.(All Inclusive)				
GRAND TOTAL (in words)				

- Service Tax extra as applicable (All other taxes & duties to be included in 'All Inclusive' prices.)
- Detention charges shall be paid as per Clause G-21
- The offer is valid for 4 months from the Tender opening date.

Signature and Seal of Bidder



ANNEXURE 'G-E'

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

Bharat Heavy Electricals Limited, Jhansi
Acting through the:
Addl. General Manager (CDC)
Materials Management Department
BHEL, Jhansi-284120, U.P.

1. I/We..... have read the various conditions to tender No. CDC/T/16-17/104, attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. I/We also agree to keep this tender open for acceptance for a period of 4 months from the date of opening the same.
3. A sum of Rs. 74,000/- (Rupees Seventy-Four thousand only) is herewith forwarded as EMD in the form of Demand Draft in favour of Bharat Heavy Electricals Limited, Jhansi & we also agree to provide Security Deposit in the form of Bank Guarantee & DD/FDR (as elaborated in the tender document) from any Scheduled Bank of Public Financial Institution for the amount as per BHEL tender in case we are approved as successful bidder.
4. The full value of EMD/SD shall stand forfeited for non-compliance of any tender terms & conditions by me/us without prejudice to any other rights or remedies in line with the conditions stipulated in the tender document and relevant to the context.
5. I/We as the benefice bidder agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the contract are taken into account and that the rates are adequate and all-inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under:-
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the contract awarded on us.
8. Verified and signed today, theday of 2016 at..... in the presence of the Witnesses who have appended their signature with address hereunder:

(Signature of the bidder affixing official stamp)

Complete address of the bidder:

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

Place:
Date:

Name & Address of witnesses:

1. Signature :
Name :
Address :

2. Signature :
Name :
Address :



ANNEXURE 'G-L'

AUTHORISATION LETTER

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

(PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY)

TYPE OF REQUEST (Tick One)	<input type="checkbox"/>	CREATE	<input type="checkbox"/>	CHANGE
BHEL Vendor/Supplier Code(s)				
Company's Name				
Address				
City				
State				
Pin Code				
Contact Person(s)				
Telephone No.				
MOBILE NO.				
E-mail ID				
1. Bank Name				
2. Bank Address				
3. Bank Telephone No.				
4. Bank Account No. (IN FULL)				
5. Account Type.				
6. Bank's Branch Code				
7. Bank IFSC RTGS / NEFT code				
8. Enclosed cancelled cheque No.				

DECLARATION :

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

Authorized Signatory

Company Seal

Date:

Verification by
Bank

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



ANNEXURE-G-M

**Sub: GUIDELINES FOR DEALING WITH “DISCREPANCY IN WORDS & FIGURES-
QUOTED IN PRICE BID**

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

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



ANNEXURE 'G-N'

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING (through a service provider). The philosophy followed for reverse auction shall be English Reverse (NO ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction Procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. 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*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.