



## भारत हेवी इलेक्ट्रिकल्स लिमिटेड

भारी बिजली उपकरण संयंत्र, रामचंद्रपुरम, हैदराबाद (भारत) .032 502 -  
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 Heavy Power Equipment Plant, Ramachandrapuram,  
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(CMM- Stores Department)

### **TENDER NOTICE**

**Tender No.2: HY/CMM-STORES/SHIFTING/2017-18, Dt. 21.11.2017**

**SUB: - SHIFTING OF MATERIALS FROM 12 STORES TO NEW PLATE & PIPE YARD  
AND VICE-VERSA**

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1	General Terms & Conditions	:	<b>Part - "A"</b>
2	Price Bid	:	<b>Part - "B"</b>
3	Estimated value of work	:	Rs. 7, 06, 800/-
4	Amount of EMD to be deposited along with the Tender.	:	Rs. 14, 200/- (Rupees Fourteen Thousand Two Hundred Only)
5	Period of Contract	:	12 Months from the date of award of contract
6	Sale / closure of Tenders	:	21.11.2017 to 11.12.2017 09.00 Hrs. to 14.00 Hrs.
7	Last date for receipt of tender	:	12.12.2017 up to 11.00 Hrs.
8	Date and time of tender opening	:	12.12.2017 at 13.30 Hrs.
9	Cost of Tender Documents	:	Rs.500/- (To be downloaded from Web Site)

- **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.**

**(Rishi Bardhan)**  
**Sr. Officer/CMM-12 Stores**

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**Part - "A"**

**GENERAL TERMS & CONDITIONS**

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 tenders in two-part bid from eligible /Contractors, who fulfil 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 2017-18***".
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Name of work and Tender reference will be received at this office Up to 11.00 AM on or before 12.12.2017 at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will be opened at 1.30 PM on the same date and further information if any, may be obtained from the office.
3. The tender documents are available in the Web Site of BHEL [www.bhel.com](http://www.bhel.com). Those who wish to download in the same may do so. While submitting the tender documents, a demand draft towards cost of tender document should be enclosed. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only.
4. In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.
5. Bidders can down load the tender documents from [bhel.com](http://bhel.com) and submit the same following the guidelines contained therein

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## **6. 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% 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 the period, not older than 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% of the estimated cost.  
OR
  - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.  
OR
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
  - d. 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.
- 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](http://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).

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## 7. INSTRUCTIONS TO TENDERER

### 7.1 Taxes and Duties- Incl GST clauses to be applicable for the tender

- i. 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.
- ii. IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %
- iii. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.  
Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) which ever is lower shall be applicable paid. Composition Scheme to be addressed.
- iv. Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.  
  
The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less.  
  
In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/leviable on BHEL.
- v. **Penalty clause:**  
The work is to be completed within 2 days from the date of handover of issue documents. In the event of delay in supply of goods and or services beyond contractual delivery period, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the total purchase order or contract value. Penalty amount so determined along with GST if applicable thereon shall be recovered.
- vi. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- vii. 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.
- viii. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
- ix. 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.

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- x. 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.
- xi. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- xii. The Prices quoted shall be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- xiii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

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

*Part 'A':* Techno-commercial Bid

*(To be submitted in sealed cover enabling us to open on 12/12/2017 at 1330Hrs.)*

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

**7.3** Part 'A' must be duly completed and super-scribed. "Part A Techno-commercial Bid".  
**Tender No.2: HY/CMM-STORES/SHIFTING/2017-18, Dt. 21.11.2017**  
***Shifting of materials from 12 Stores to New Plate & Pipe yard and vice-versa for the year 2017-18.***

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.

**7.4** 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.2: HY/CMM-STORES/SHIFTING/2017-18, Dt. 21.11.2017**  
***Shifting of materials from 12 Stores to New Plate & Pipe yard and vice-versa for the year 2017-18.***

**7.5** The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.

**7.6** Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.

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- 7.7** Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid.
- 7.8** The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer However is permitted.
- 7.9** The tenderer should submit the tender documents intact without detaching any page or pages.
- 7.10** The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- 7.11** Before making the offer, the tenderers are advised to carefully go through the terms and Conditions, which form part of the Agreement.
- 7.12** 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.
- 7.13** The price/rate should be quoted in figures as well as in words.
- 7.14** Each and every page of tender documents should be stamped & signed by the tenderer
- 7.15** 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-32 so as to reach on or before 1100Hrs on 12.12.2017. 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 12.12.2017 at 1330 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.
- 7.16** For any further details required, Sr. Officer/CMM-12 Stores, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23184391/2546.
- 7.17** 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.

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***BHEL reserves the right to reject the tender of bidder, who committed default and having bad record of accomplishment in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of relevant laws and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.,***

**7.18 PRICE BID** - The tenderers are required to submit their quotation as per the price bid format mentioned in Part B. The price should be quoted 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.

**7.19 VALIDITY OF RATES:** The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.

**7.20 REVERSE AUCTION:** 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.

, 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 extant guidelines in vogue.

Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less

**7.21 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:**

- i) 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.
- ii) 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
- iii) 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) and (ii) above.

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.

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- 7.22** BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 7.23** 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.
- 7.24** BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 7.25** Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 7.26** Tender document should be complete in all respects.
- 7.27** 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.
- 7.28** 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.
- 7.29** BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 7.30** If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 7.31** If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 7.32** 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.
- 7.33** ***SITE VISIT:***
- 7.33.1 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 & practices. 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

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- 7.33.2 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.
- 7.33.3 The Bidder should inform the BHEL at least 5 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.
- 7.33.4 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

#### **7.34 TERMS AND CONDITIONS**

- 7.34.1 BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- 7.34.2 The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential.
- 7.34.3 The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates i.e. 10% or less than 10% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may ask the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.
- 7.34.4 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.
- 7.34.5 The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

### 7.35 ELIGIBILITY CRITERIA

- 7.35.1 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.
- 7.35.2 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.
- 7.35.3 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.
- 7.35.4 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.
- 7.35.5 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.
- 7.35.6 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.

### 7.36 EARNEST MONEY DEPOSIT

- 7.36.1 An amount of **Rs. 14, 200/-** 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/Banker's cheque 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.
- 7.36.2 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..
- 7.36.3 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.

7.36.4 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.

7.36.5 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.

### 7.37 SECURITY DEPOSIT

7.37.1 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.

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

7.37.3 *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)

7.37.4 *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.

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

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.

7.37.5 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.

7.37.6 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.

### **7.38 STATUTORY REQUIREMENTS**

7.38.1 *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.*

7.38.2 *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.*

7.38.3 Transporter wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

7.38.4 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.

7.38.5 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.

7.38.6 The Income tax as applicable will be deducted from the bill of the contractor.

**7.38.7 *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.***

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**7.39 MANPOWER**

- 7.39.1 The Transporter shall provide the required manpower (shall not engage a person who is less than 18 years of age) for executing the work.
- 7.39.2 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.
- 7.39.3 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.
- 7.39.4 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 Contractor.

**7.40 SAFETY & INSURANCE**

- 7.40.1 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.
- 7.40.2 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).
- 7.40.3 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.
- 7.40.4 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.
- 7.40.5 Violation of applicable safety, health & environment related norms, a penalty of 5,000.00(Rupees Five thousand) per occasion shall be imposed.
- 7.40.6 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.

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7.40.7 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.

7.40.8 In case of accident the transporter or his authorized representative shall arrange to submit the following:

- 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.

7.40.9 *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.

7.40.10 *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.

7.40.11 *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.

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- 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.

**7.40.12 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.

**7.41 PERIOD OF CONTRACT**

- i. 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.

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- 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.

#### **7.42 FAILURE TO COMPLY WITH CONTRACT**

- i) 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.
- ii) 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.
- iii) 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.

#### **7.43 BOOKING OF MATERIALS**

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.

#### **7.44 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

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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.

*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.*

#### **7.45 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.

#### **7.46 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.

#### **7.47 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

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**7.48 PAYMENT TO THE CONTRACTOR**

- 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.
- 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 weight slips recorded at the BHEL Weighbridge)**

**7.49 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.

**7.50 LOADING/UNLOADING**

- i) The loose pieces shall be bundled before loading on the vehicle by the Transporter.
- ii) While loading/unloading appropriate 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/stores 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.

**7.51 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.

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- 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.

#### **7.52 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, 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 above weighment limited to amount claimed.

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

#### **7.54 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.

#### **7.55 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.

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**7.56 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.*

**7.57 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.

**7.58 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.

**7.59 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.

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- 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 misbehavior, 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.

**7.60 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.**
- ix) Transporter shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver.

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#### **7.61 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.
- 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.

#### **7.62 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.

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- 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.

#### **7.63 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.

#### **7.64 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, 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.

#### **7.65 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.

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- 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 contractor 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 contractor, 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.
- ix) The contractor 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

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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 contractor is awarded any other job work contract in BHEL, the contractor 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.
- 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.

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**7.66 ARBITRATION:**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator/Arbitral Tribunal shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

**ARBITRATION & CONCILITION**

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/~~Region/Division~~ 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 provision of Arbitration and Conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Hyderabad.

The cost arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause 7.66 above, the Courts at Sangareddy 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.

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**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 \_\_\_\_\_, 2017 at Hyderabad.

*Signature of the 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 Sr. Officer  
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 the Transporter*

**8. 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/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.**

*Signature of the Transporter*

**8. A CATEGORY OF VEHICLES:**

**Light Commercial Vehicle – LCV:**

*Materials having the following dimensions:*

Length upto 4.5 Meters

Width upto 1.8 Meters

Height upto 2.0 Meters

**Heavy Commercial Vehicle – HCV:**

*Materials having the following dimensions:*

Length Upto 6.0 Meters

Width Upto 2.0 Meters

Height Upto 2.0 Meters

**Open Truck:**

*Materials having the following dimensions:*

Length : Upto 6.00 Mts.

Width : Upto 2.50 Mts

Height : Upto 2.50 Mts.

**Taurus:**

*Materials having the following dimensions:*

Length : 6.01 to 7.00 Mts.

Width : Upto 2.20 Mts.

Height : Upto 2.50 Mts.

**Trailer:**

*Materials having the following dimensions:*

Length : 7.01 Mts to 12.00 Mts

Width : 2.51 Mts to 3.60 Mts

Height : 2.51 Mts to 3.60 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.**

*Signature of the Transporter*

**9. TECHNO-COMMERCIAL BID APPLICATION**

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

Dear Sir,

I / We hereby offer to carry out the work "***Shifting of materials from 12 Stores to New Plate & Pipe yard and vice-versa for the year 2017-18***" against **Tender No.2: HY/CMM-STORES/SHIFTING/2017-18, Dt. 21.11.2017**

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

- i) General Terms & Conditions – Part A
- ii) Price Bid – Part B

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 the Transporter*

**9 A. TECHNICAL BID - I**

**Tender No.2: HY/CMM-STORES/SHIFTING/2017-18, Dt. 21.11.2017**

Date:

**Details of the Contractor:**

a) Name and address of the Firm:

b) Name and address of the proprietor:

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.		

d) Is any relative of tenderer YES/NO

(If YES furnish the details):

Name	Staff No.	Location/Area

Signature of the Tenderer

Date:

*Signature of the Transporter*



**9 B. TECHNICAL BID - II**

01	PAN No.	
02	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	
03	Banker's Name & Address	
04	Bank A/C No. & Branch	
05	Have you quoted rates for all the activities, as indicated in the price bid ( Part - B )	YES / NO
06	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: ex. 2014-15, 2015-16 & 2016-17	
07	Details of EMD (DD / EFT number.) (DD has to be enclosed along with Technical bid).	Amount : DD No : DD date : Bank : Branch : Valid up to date:
08	Details of tender document cost (DD / EFT number.) (DD has to be enclosed along with Technical bid).	Amount :` DD No : DD date : Bank :                      Branch :

*Signature of the Transporter*

09	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	

Note:

- I. Photocopy in support of above wherever applicable should be attached.

Signature of the Tenderer

Date:

(Incase the department concern requires specific information same may be sought by modifying the above proforma appropriately)

*Signature of the Transporter*

**9 – C 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.

*Signature of the Transporter*

## Part - "B"

**10. PRICE BID****Nature of Work: Shifting of Materials****Estimated weight to be moved: 3800 Ton (approximately)**

S. No.	Description	Rate/Ton	
		(in Figures)	(in Words)
1	<i>Shifting of materials from 12 Stores to New Plate &amp; Pipe yard and vice-versa for the year 2017-18</i>		

**\*\*Price quoted shall be inclusive of all expenses and exclusive of GST.****Note:** Bidders are advised to quote their rate per ton for shifting of material.

Name of Contactor: \_\_\_\_\_

Addresses: \_\_\_\_\_

\_\_\_\_\_

Cell No. : \_\_\_\_\_

Land Line No.: \_\_\_\_\_

**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 the 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 the Transporter*