

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India Undertaking)
RAMACHANDRAPURAM :: HYDERABAD-502 032 (AP)
Ph No.04023184941, e-mail: rishidubey@bhelhyd.co.in
TENDER NOTICE

Name of the department : LOGISTICS

Tender Notice No : HYLOG1516HT

Date: 24.12.2015

Sub: TC MOU & Empanelment of Logistics Companies/transporters for Transportation of Heavy consignments by Hydraulic Trailers - Reg.

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 Single part bid from eligible /Contractors, who fulfil qualification criteria as stipulated in NIT, for providing the total logistics solutions i.e. safe and secure transportation of heavy consignments (weighing 35 MT & above) through road including undertaking of feasibility study/route survey, civil works, if any.
2. Pre-qualification requirements (PQR) for the above said work is enclosed. Only those bidders who meet our pre-qualifying requirements (PQR) will be considered for Techno-Commercial Memorandum of Understanding (TC-MOU).
3. The tender documents are to be downloaded in the Web Site of BHEL www.bhel.com only. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on www.bhel.com only.
4. BHEL will enter into TC MOU with all the qualified bidders. The main purpose of this "MEMORANDUM OF UNDERSTANDING" is to reduce the cycle time involved in the tendering period and to freeze the technical and commercial terms (Annexure-B & C). Once BHEL freezes the technical and commercial terms, enquiries will be forwarded to you indicating the MOU reference number & date. You will be required to submit only the price bid and the offers will be evaluated accordingly. Offers received without confirmation of MOU or deviations to MOU will be liable to be rejected.

(sd)

Sr. Engineer/Logistics-Contracts

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1. Notice Inviting Tender

- i. Tender Number & date: HYLOG1516HT
- ii. Name of the Work: Transportation of Heavy consignments (35MT & above) by Hydraulic Trailers
- iii. EMD: Rs. 2,00,000/- (One Time EMD)
- iv. Cost of tender documents: Rs. 2,000/-
- v. Last date for sale of tender documents: To be downloaded from website only
- vi. Last date for receipt of tender: 11.00 Hrs date 14.01.2016
- vii. Date, time and place of tender opening: 13.30 Hrs. at Vendor Complex, BHEL RC Puram, Hyd. on 14.01.2016
- viii. Period of empanelment/TC MOU: 2 Years from date of empanelment/TC MOU.
- ix. Category of Consignments: Net weight of Group-A (200 & above), Group-B (100-199 MT) & Group-C (35-99 MT)
- x. Pre-Qualifying Requirements: Annexure-A
- xi. General Conditions of Contract: Annexure-B
- xii. Special Conditions of Contract (SCC): Annexure-C
- xiii. SPECIAL NOTE: Please read special Conditions of contract before General Conditions of Contract. In the event of difference noted between 'General Conditions of Contract' and 'Special Conditions of the Contract', the clauses of 'Special Conditions of Contracts' will be valid and applicable.

2. **Scope of Work:** Transportation of goods from anywhere to anywhere (BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing godowns/ sites etc.) within India by Road

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3. Annexure-A Pre-Qualification Requirements

3.1. Organization/Firm Registration: Business should be registered in India in line with “Companies Act 1956”.

Sl	Type of Organisation	Documents to be submitted (Self-Attested)
A	Sole Proprietorship	Trade License
B	Partnership	Partnership Deed, Trade License
C	Private Limited Company	Memorandum of Article
D	Public Limited Company	Certificate of Registration/ Memorandum of Article
E	Public Sector	Trade License

3.2. **Organization Structure:** Self-Attested copy of organization structure along with details of Key Accounts Manager (Person responsible for business with BHEL Hyderabad).

3.3. **Fleet Ownership:**

Sl	Group	Minimum Number of Axles	Minimum Number of Prime-Movers/Pullers
1	Group-A (200 MT – 300 MT)	66	6 (at least two Prime Movers should be greater than or equal to 500 HP)
2	Group-B (100 MT – 199 MT)	50	5 (at least one of Prime Mover should be greater than or equal to 500 HP)
3	Group-C (35 MT – 99 MT)	40	4 (at least one of Prime Mover should be greater than or equal to 400 HP)

Axles & Pullers should be confirming to the relevant provisions of MV Act. Ownership should be in the name of

i) Company wherein the bidder is a Company Registered under Indian Companies Act, 1956. In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.

ii) Partners/Proprietors wherein the bidder is a Partnership firms/Proprietary concerns.

Documents to be submitted:

- 3.3.1. Self-Attested list of all Hydraulic Axles owned as per Format-III with make and year of manufacturing along with Registration Nos. and Gazette Notification Number
- 3.3.2. Self-attested Photostat copies of R.C. Books and self-Attested Corresponding Gazette Notification of each Hydraulic Axle
- 3.3.3. Self-Attested list of all Prime Movers owned as per Format-IV with make and year of manufacturing along with Registration Nos.
- 3.3.4. Self-attested Photostat copies of R.C. Books

3.4. **IBA Recommendation:** All the bidders should have an **IBA** recommendation valid on the date of opening of tender and shall also ensure that the same is valid throughout the currency of the contract.

Documents to be submitted: Self-Attested copy of IBA (India Bank's Association) Recommendation letter

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3.5. Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN).

Documents to be submitted: Self-Attested copy of PAN Card

3.6. Service Tax Registration Number: Bidder should have valid Service Tax Registration Number

Documents to be submitted: Self-Attested copy of Service Tax Registration

3.7. Annual Turnover: Bidder should have average financial turnover of minimum Rs. 2 Crores per annum for last three financial years (FY) ending 31.03.15 i.e. FY 2012-13, FY 2013-14 & FY 2014-15.

Documents to be submitted:

3.7.1. Annual reports / Accounts for financial years 2012-13, 2013-14 and 2014-15 duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. In case of final audited Balance Sheet /Profit & Loss account for 2014-15 is not available, provisional statements for the same duly certified by Chartered Accountant must be submitted. If the company did not exist in FY 2012-13, the annual turnover for FY2012-13 will be taken as zero.

3.7.2. Submitted IT returns for the assessment year 2013-14, 2014-15 and 2015-16.

3.8. Experience: The bidders must have delivered of 5 heavy consignments Hydraulic Trailers. Date of dispatch of all the five consignment should be between 01.04.2012 to 31.03.2015 (Date of LR will be considered as date of dispatch). However, the consignment must have been delivered before the Sep'15.

Minimum weight of consignments for respective Groups:

Sl	Group	Minimum Number of consignments to be transported/delivered
1	Group-A (200 MT – 300 MT)	5 - Minimum weight of each single indivisible consignments should be equal or more than 60 MT. Also, out of 5 consignments at least one of consignment should weigh more than or equal to 200 MT
2	Group-B (100 MT – 199 MT)	5 - Minimum weight of each single indivisible consignments should be equal or more than 60 MT. Also, out of 5 consignments at least one of consignment should weigh more than or equal to 100 MT
3	Group-C (35 MT – 99 MT)	5 - Minimum weight of each single indivisible consignments should be equal or more than 60 MT

Documents to be submitted:

3.8.1. Self-Attested list of 5 CONSIGNMENTS transported by the Bidder as per Format-V.

3.8.2. Any of the following documents may be submitted as proof of transporting 5 CONSIGNMENTS:

7.2.1. Work completion Certificate issued by Customer with self-attested copy of Loading Receipts (LR). Material receipt certification on LR should be visible. LR should be in the name of Bidder.

7.2.2. Work Order copy from the customer with self-attested copy of LR. Material receipt certification on LR should be visible. LR should be in the name of the bidder.

3.8.3. Direct e-mail verification from the Customer is required. Bidder should send the contact details of the customer as per Format-IV and e-mail should be institution based e.g. xyz@bhelhyd.co.in. Personal email-ids viz. Gmail, yahoo should be avoided.

3.9. Power of Attorney: The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

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Documents to be submitted:

A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

Special Note:

- 3.10. For bidders submitting documents for Group-B, should not submit documents for Group-C and should declare their confirmation for participation in Group-C as per **Format-VIII**.
- 3.11. For bidders submitting documents for Group-A, should not submit documents for Group-C & B and should declare their confirmation for participation in Group-C & B as per **Format-VIII**.
- 3.12. BHEL reserves the right to check any of the above documents in original.

Summary list of Documentation: Please maintain the same order in your bid documents and write the Page Number of every page.

1. Cover letter for submission of bids specifying the Group
2. Cost of Tender Document –Rs. 2,000/- & EMD Rs. 2,00,000/- or EMD exemption letter
3. Power of Attorney
4. Self-Attested Format-I
5. Self-Attested Checklist as per Format-II
6. Self-Attested Organization Structure
7. Self-Attested Format-III for axles
8. Self-Attested RC Copy & Gazettes for axles
9. Self-Attested Format-IV for Pullers
10. Self-Attested RC Copy of Pullers
11. Self-Attested IBA recommendation letter
12. Self-Attested PAN card
13. Self-Attested Service Tax Registration
14. Self-Attested Annual Reports/Accounts for 2012-13, 2013-14 & 2014-15
15. Self-Attested IT returns for above annual reports
16. Self-Attested Format-V for experience
17. Proof of experience
18. Self-Attested copy of Format-VIII for bidders quoting for Group-A & Group-B
19. Self-Attested copy of Format-VI for bank details for unregistered bidders
20. Self-Attested copy of Format-VII for EMD exemption
21. Self-Attested copy of Format-IX
22. Self-Attested copy of all the pages of tender documents

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1.0	APPLICATION Unless otherwise provided in the Contract Documents, these General Conditions shall govern the works accompanying technical details, if any. Special conditions of Contract shall be read in conjunction with these General Conditions and these conditions will form a part of the Contract Documents and contract agreement.
2.0	DEFINITION OF TERMS In construing these General Conditions, Special conditions and accompanying Specifications the following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.0.1	“BHEL” shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi, or its Administrative Officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
2.0.2	Executive Director / General Manager shall mean the officer in administrative charge of BHEL’s Unit/Region or other offices.
2.0.3	Head of Logistics/Head of the CDC shall mean the officer in administrative charge of Logistics/CDC Department of BHEL’s Unit/Region or other offices.
2.0.4	The “Bidder” shall mean financially sound, experienced and renowned companies/logistics service providers/ freight services providers/ Contractors having requisite resources/ inventory, experience and technical manpower who can be engaged for providing the total logistics solutions i.e. safe and secure transportation of goods by mechanical vehicle or Hydraulic Trailer through road
2.0.5	“Goods” shall mean plants, equipment or materials to be transported under the Contract Documents
2.0.6	The “Contractor” shall mean the successful Bidder who is awarded the Contract and shall be deemed to include the Contractor’s successors, assigns, heirs, executors, administrators. “Transporter” will be considered as “Contractor”.
2.0.7	The “Sub-contractor” shall mean individual or firm to whom any part of the work has been Sub-letted by the Contractor with the consent in writing of BHEL & shall include his /its heirs, executors, administrators, legal representative and permitted assigns.
2.0.8	“Acceptance of Tender” shall mean Telegraph /Telex /Telefax Letter of Intent or Notification communicating to the Contractor the acceptance by BHEL of his tender.
2.0.9	“Contract Price” means the sum named in the tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
2.0.10	“Contract” shall mean the Agreement between the Contractor and BHEL for execution of the payment for the Work as defined in the Contract Documents.
2.0.11	The “Contract Documents” shall mean and include the General Conditions of Contract (GCC), Special Conditions of the Contract (SCC) Specifications and Schedules, Drawings and Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Intent of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between BHEL and the Contractor duly signed by them under the Clauses “Contract” of these General Conditions and other documents that may form part(s) of the Contract Documents.
2.0.12	“Transportation” shall mean the safe & secure movement of goods from one location to another location
2.0.13	“Road transportation” shall mean safe & secure movement of goods from one location to another by Road.
2.0.14	“Sea transportation” shall mean safe & secure movement of goods from one location to another by sea within India.
2.0.15	“Inland Water transportation” shall mean safe & secure movement of goods from one location to another by inland waterways.
2.0.16	“Air transportation” shall mean safe & secure movement of goods from one airport to another airport by air

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2.0.17	“Multimodal transportation” shall mean safe & secure movement of goods from one location to another by using more than one mode of transportation i.e. road, sea, inland waterways & air
2.0.18	“Fixed Additional Charges” means the charges for additional peripheral services other than transportation. These charges shall form the part of price bid format and should be fixed before the start of work.
2.0.19	“Variable Additional Charges” means the charges for additional peripheral services required for transportation which are dependent on many factors & are variable in nature. Variable additional charges are only reimbursable with proof as stated in GCC or SCC.
2.0.20	“GVW” shall mean Gross Vehicle Weight i.e. combined weight of vehicle & goods loaded on the vehicle
2.0.21	“LCV” shall mean Light Commercial Vehicle
2.0.22	“HCV” shall mean Heavy Commercial Vehicle
2.0.23	“Hydraulic Trailer” shall mean modular hydraulic trailer having features of i) pendulum axles with hydraulic suspension, ii) independently steerable axles, iii) two or more axle rows, iv) suitable arrangement for joining such axle modules longitudinally or laterally or both, and v) puller tractor to pull or push modular hydraulic axles
2.0.24	“Additional Transit Time” shall mean the additional days provided to deliver the material subject to conditions
2.0.25	“Hiring” shall mean the hiring of peripheral services of transportation viz vehicles, route survey. However, the responsibility of the such services remains with the contractor
2.0.26	“Long Term Rate Contract” shall mean the rate contracts entered with number of Contractors for a specific period.
2.0.27	“Point-to-Point Contract” shall mean the contract entered with contractor for transportation of one ODC from a specific point to another specific point. The payment is lump sum basis.
2.0.28	“Detention” shall mean the stoppage of vehicle at loading, enroute or unloading point.
3.0	SCOPE OF CONTRACT
3.1	Transportation of goods from anywhere to anywhere (BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing godowns/ sites etc.) within India by Road
3.2	Loading Plan & Load Diagram as per specification if specifically mentioned in Special Conditions of contract
3.3	Lashing Plan as per specification if specifically mentioned in Special Conditions of contract
3.4	Feasibility study as per specification if specifically mentioned in Special Conditions of contract
3.5	Route survey as per specification if specifically mentioned Special Conditions of contract
3.6	Civil works as per specification if specifically mentioned Special Conditions of contract
3.7	Journey Management as per specification if specifically mentioned Special Conditions of contract
3.8	Loading, Unloading, Dragging & placement on plinth whenever & wherever required by BHEL
4.0	CONTRACT AGREEMENT
4.1	The General Conditions of Contract along with Special Conditions of Contract, Schedule of Prices and Quantities & technical specifications, if any, form part of the contract agreement.
4.2	The Contract Agreement as per the specified format provided by BHEL shall be signed within 21 days from date of LOI/award on non-judicial stamp paper of a specified value as specified in Special Conditions of the Contract
5.0	CONTRACT PRICE/FREIGHT CHARGES
5.1	<p>The Contract Price is the agreed sum of money stated in the Contract Agreement to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents. The Contract Price shall be for the entire scope of the Work with the break ups as specified.</p> <p>The individual item rates or lump sum price as the case may be in the schedule of this Contract shall be deemed to be firm for the entire period of the Contract or extended period of Contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified in Clause 5.3, 5.4, 5.5 & 6.0.</p>

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	The Contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labor.
5.2	The rates agreed shall be firm and valid for the contract period. The rates shall be inclusive of all taxes except applicable Service Tax. Additional charges as per 5.3, 5.4 & 5.5 and Price Variation Clause as per Clause 6.0 will be applicable.
5.3	FIXED ADDITIONAL CHARGES
5.3.1	ROUTE SURVEY CHARGES
	Route survey charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges and should form the part of the price bid.
5.3.2	FEASIBILITY STUDY CHARGES
	Feasibility study Charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges i.e. form the part of the price bid.
5.3.3	CIVIL WORKS CHARGES
	Civil works Charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges i.e. form the part of the price bid.
5.4	The freight charges shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, etc. wherever required en route, if not specifically mentioned in the Special Conditions of contract
5.5	VARIABLE ADDITIONAL CHARGES
5.5.1	CLEARANCE/PERMITS CHARGES
	Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: MoRTH/NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons for transportation of consignments through inland road transport route identified by the contractor/BHEL at his cost. Some of the clearance/permit charges will be reimbursed by BHEL in line with Clause 5.5.2, 5.5.3, 5.5.4 and 5.5.5. Such permissions should be made available to BHEL for scrutiny as and when demanded.
5.5.2	OCTROI CHARGES
5.5.2.1	The contractor shall obtain Octroi exemption certificates at the time of lifting the consignments, wherever necessary so that BHEL is not put to any loss or disadvantage. Wherever required, the contractor shall take the assistance of BHEL to obtain Octroi exemption certificate.
5.5.2.2	Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of Documentary proof identifying BHEL consignments for the payment thus made.
5.5.2.3	Contractor has to coordinate with BHEL's Agent en route near check post for effecting the Octroi payment with relevant documentation. The name, and phone no. of the contact person and address have to be collected at the time of booking the consignment and all documentation (such as road permit, sale in transit etc.) shall be complete before leaving the loading premises. Any laps will be the account of Bidder for payment of Octroi where ever applicable.
5.5.2.4	In case, octroi charges are paid by the contractor, applicable service tax on octroi charges will also be paid. Octroi Charges will be payable in both rate contracts & lump sum contracts.
5.5.3	POWER BLOCK / HEIGHT GAUGE CHARGES
5.5.3.1	The power block / height gauge charges at railway crossings shall be paid initially by the contractor. The Power Block Charges and applicable Service tax thereon shall be reimbursed along with freight charges on submission of documentary evidence. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This clause shall be applicable only for the Rate Contracts.
5.5.3.2	In case of lump sum contracts; the quoted rate shall include power block/height gauge charges. Hence, power block/height gauge charges will not be payable in lump sum contracts. In special case of installation of new height gauge/power block after the price bid due date, the height gauge charges will be reimbursed on production of these three documents – i) Proof of installation of Height Gauge, ii) Proof of payment to Railway clearly mentioning the reasons & iii) Proof of receipt of payment by Railway.

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	In special case of any other new construction necessitating in opening of power block/height gauge, which was not required at the time of price bid, reimbursement of railway charges will be considered. For the reimbursement of railway gate opening charges, the contractor has to submit the proof – i) Proof of feasibility of old route – i.e. other MORTH permissions/State permissions copy approving the old route ii) Proof of new construction, iii) Proof of payment to Railway clearly mentioning the reasons & iii) Proof of receipt of payment by Railway.					
5.5.4	STATUTORY CHARGES					
5.5.4.1	Individual Statutory charges more than Rs. 1,000 levied by Governmental authorities e.g. MoRTH/NHAI, RTA, state authority , Electrical Shutdown from State Electricity Boards, Railways Communication Department etc. for transportation of consignments through inland road transport route shall be reimbursed on production of original receipt which should clearly indicate the reason for charges.					
5.5.4.2	Toll charges: Toll charges on the consignment shall be reimbursed by BHEL on production of original receipt. Toll Charges for the vehicle shall be borne by the bidders.					
5.5.4.3	In case of lump-sum contracts; the freight charges shall include Statutory charges & Toll charges (existing on price bid due date) and will not be reimbursed. Any statutory charges introduced at the later date will be considered on by BHEL on submission of valid proof of payment.					
5.5.5	STATUTORY PENALTY-LEVIES					
5.5.5.1	Statutory penalty-levies will be paid if the same are levied on account of design of the consignment, eg. Over-dimensional consignment penalty-levies in Gujarat, shall be reimbursed on production of original receipt which should clearly indicate the reason for penalty-levies.					
5.5.5.2	In case of lump-sum contracts; the freight charges shall include Statutory Penalties-levies (existing on price bid due date) and will not be reimbursed. Any statutory penalty-levies introduced at the later date will be considered on by BHEL on submission of valid proof of payment.					
5.5.6	MOBILIZATION CHARGES					
5.5.6.1	BHEL reserves the right to reject the mechanical/hydraulic vehicle, the driver and crew of the trailer, if not found fit to BHEL’s satisfaction. However, it does not absolve the duty of contractor to place suitable vehicle.					
5.5.6.2	No mobilization charges shall be paid in case of LCV/HCV/Truck & trailers.					
5.5.6.3	In case the hydraulic trailer has to be withdrawn i.e. without load after taking inside the loading works, due to reasons attributing to the BHEL/Vendor/Customer, only amount equivalent to 2 days of detention shall be paid towards mobilization charges in addition to applicable detention charges.					
5.5.6.4	Mobilization charges will be payable in both rate contracts & lump sum contracts.					
5.5.7	DETENTION CHARGES					
5.5.7.1	Detention charges shall be paid when the contractor’s vehicle is delayed or detained on the premises of consignor, consignee or en route owing to reasons attributable to BHEL/BHEL’s vendor/BHEL’s customer.					
5.5.7.2	Detention charges will be payable in both rate contracts & lump sum contracts.					
5.5.7.3	Free time at loading, unloading, en route and Detention charges shall be specified in SCC. Otherwise for each vehicle will be as provided in Clause 5.5.7.4					
5.5.7.4	SI	Vehicle Type	Free Time			Detention per Day (In Rs)
			Loading Point	En route	Unloading Point	
	1	LCV/HCV/Truck	2	2	2	800
	2	Trailer	2	2	2	1000
	3	Hydraulic Trailer (Category-C-35-99 MT)	4	4	5	12000
	4	Hydraulic Trailer (Category-B-100-199 MT)	4	4	5	18000

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	5	Hydraulic Trailer (Category-A – above 200MT)	4	4	7	24000
5.5.7.5	Reporting date and loading/unloading dates should be certified by the BHEL/Vendor/Customer.					
5.5.7.6	No detention charges, whatsoever shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.					
5.5.7.7	<p>Regarding detention of vehicles en-route owing to reasons attributable to BHEL/ Vendor/ Customer will be BHEL's responsibility. Following are some of the examples of en route detention charges:</p> <p>a) Regarding detention of vehicles of transporters carrying export consignments at Octroi/Naka etc. and since the Octroi is exempted for export goods, the necessary formalities/clearance etc. at Octroi/Naka etc. are done by BHEL ROD, Mumbai. Therefore, any detention in clearance is BHEL's responsibility.</p> <p>b) Regarding detention of vehicles en-route at state border owing to non-issue of Road-permits from BHEL/Vendor/Customer will be BHEL's responsibility.</p> <p>Any other detentions owing to reasons attributable to BHEL/BHEL's Vendor/BHEL's customer, en route detention charges will be payable after 4 days of free time. If number of detentions en route is more than one, free time will still be 4 days.</p> <p>For example, if a Category C Hydraulic trailer is detained en route at place1 for 8 days and 10 days at place 2. Total time detained = 18 days. Considering free time of 4 days, detention charges for 14 (18-4) days i.e. 14x12000=Rs. 1,68,000/- will be payable. Also, transit time will be extended by total 18 days.</p>					
5.5.7.8	Regarding detentions owing to statutory authorities (where BHEL/BHEL's Vendor/BHEL's customer is not the reason for detention) will be dealt as FORCE MAJEURE conditions and transit time will be extended on case to case basis. No detention charges will be payable for detention owing to					
5.5.8	STORAGE CHARGES					
5.5.8.1	Storage charges will be payable in both rate contracts & lump sum contracts.					
5.5.8.2	Under any circumstances, the Contractor shall not auction any consignments belonging to BHEL.					
5.5.8.3	The storage charges shall be applicable only after 60 days of storage of the goods at contractor's/hired godown in the following cases:					
5.5.8.3.1	Refusal of the consignee to accept the goods					
5.5.8.3.2	Labour Strike at Consignee's workplace					
5.5.8.3.3	Request from BHEL for storage of the goods					
5.5.8.4	Storage Charges will be as per the following table:					
	Sl	Vehicle Type	Free Period	Demurrage/Storage/Godown	Validity after free period	
	1	LCV/HCV/Truck	60 Days	2 Paisa per KG per Day	365 days	
	2	Trailer	60 Days	2 Paisa per KG per Day	365 days	
	3	Hydraulic Trailer (Category C – 35-99 MT)	To be specified in Special conditions of the Contract or to be taken up by units on case to case basis			
	4	Hydraulic Trailer (Category B – 100-199 MT)				
	5	Hydraulic Trailer (Category A – above 200MT)				
5.5.9	LOADING/UNLOADING CHARGES					
5.5.9.1	Loading/Unloading charges will be payable in both rate contracts & lump sum contracts.					
5.5.9.2	Loading/unloading charges shall be applicable wherever loading/unloading is done by the contractor, only if the reasons for unloading & loading are attributable to BHEL/BHEL's Customer/BHEL's Vendor and with due approval of BHEL which also includes midway unloading					

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	& transshipment. The contractor shall get consignor/ consignee's endorsement for the loading/unloading activities. Loading/unloading charges will be as per Clause 5.5.9		
5.5.9.3	S.No.	Vehicle Type	Charges (In Rupees)
	1	LCV/HCV/Truck	3,200 per loading/unloading per vehicle
	2	Multi-Axle Vehicle	6,000 per loading/unloading per vehicle
	3	Trailer (up to 22 MT)	12,000 per loading/unloading per vehicle
	4	Hydraulic Trailer	750 per MT
6.0	PRICE VARIATION CLAUSE (PVC) FOR DIESEL		
6.1	The price variation will not be applicable for lump sum contracts.		
6.2	The diesel rates published in IOCL website in order of the i) city and ii) state capital/Union Territory of the unit to be considered as base for calculating the new rates.		
6.3.1	The base freight rates agreed between BHEL and the contractor for trucks and mechanical trailers would increase/decrease by 0.3 paisa per MT per KM for every 10 paisa increase/ decrease in the rates of per Liter of diesel prevailing over the base rate on date of LOI.		
6.3.2	The base freight rates agreed between BHEL and the contractor for hydraulic trailers would increase/decrease by 0.2 paisa per MT per KM for every 10 paisa increase/ decrease in the rates of per Liter of diesel prevailing over the base rate on date of LOI.		
6.4	The increase/decrease in base freight rates will be proportionate when the increase/decrease of per Liter of diesel is less than 10 Paisa per liter.		
6.5	Only two digits fraction will be considered i.e. in the revised rates anything less than 0.005 Rupees per MT per km will be ignored and anything equal to or greater than 0.005 will be rounded off to 0.01 Rupees per MT per km.		
6.6	The increase/decrease in diesel price from due date of tender submission to date of LOI will be considered by BHEL & contractor for reaching the contract price. However, the Price Variation Clause will be applicable only from date of LOI.		
6.7	Any increase/ decrease of per Liter of diesel will be added to or subtracted from the basic freight rate. This increase/ decrease will be invoked as & when the diesel rates change.		
7.0	EARNEST MONEY DEPOSIT (EMD)		
7.1	The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender enquiry/NIT (Notice inviting Tender).		
7.2	EMD is to be submitted in cash (as permissible under Income Tax Act)/NEFT or Demand Draft only.		
7.3	EMD by the Bidder will be forfeited as per Tender Documents if:		
7.3.1	After opening the price bid, the bidder revokes his bid within the validity period or changes his earlier quoted rates.		
7.3.2	The contractor does not commence the work within the period as per LOI /Contract		
7.4	Contract agreement should be executed within 21 days of the issue of letter of acceptance. Non-fulfilment of this condition of executing a contract by the Contractor or Supplier would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit.		
7.5	EMD given by all unsuccessful bidders will be refunded normally within fifteen days of acceptance of award of work by the successful bidder.		
7.6	EMD shall not carry any interest.		
7.7	An amount of Rs. 2,00,000/- (Rupees Two lakhs only) shall be paid towards one time EMD by DD from any Scheduled Banks / Public Financial Institutions as defined in the Companies Act, drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED", payable at 'HYDERABAD'. The EMD of all technically qualified bidders will be retained for the entire contract period as a onetime deposit for future tenders of transportation of Hydraulic Trailers, if any.		
7.8	The bidders who are already working with Hyderabad unit and have submitted One Time EMD need not submit the EMD again. However, for exemption letter/e-mail from the department has to be obtained and the same shall be submitted in place of EMD and Extension letter shall be submitted as per specified format.		

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8.0	SECURITY DEPOSIT (SD)
8.1	Upon acceptance of tender, the successful bidder within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
8.2	The rate of Security Deposit will be as below:
8.2.1	- Up to Rs. 10 lakhs: 10%
8.2.2	- Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
8.2.3	- Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.
8.3	<p>Security Deposit may be furnished in any one of the following forms:</p> <p>i) Cash (as permissible under the Income Tax Act)</p> <p>ii) Pay Order, Demand Draft in favour of BHEL</p> <p>iii) Local cheques of scheduled banks, subject to realization.</p> <p>iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).</p> <p>v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.BG should be valid for 6 months beyond the contract period.</p> <p>vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.</p> <p>vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.</p> <p>viii) EMD of the successful bidder can be converted and adjusted against the security deposit.</p> <p>(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).</p>
8.4	The security deposit shall not carry any interest.
8.5	Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
8.6	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
8.7	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
8.8	BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off these security deposit, against any claims of any other contract with BHEL.
9.0	OFFER VALIDITY
9.1	The rates quoted shall be valid for placement of order for a minimum period of 120 days from the date of due date of bid submission.
9.2	TENURE OF CONTRACT
	If specifically not mentioned in Special Conditions of contract, the rates should be firm for a period of two years for long term Rate Contracts & twelve months for point-to-point contracts from the date of award of the contract for execution of work.

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9.3	EXTENSION OF CONTRACT	
	BHEL reserves the right to extend the contract for a period up to twelve months on the existing terms and conditions.	
10.0	BUSINESS DISTRIBUTION IN RATE CONTRACT	
10.1	Number of maximum contractors for a particular category or schedule Rate Contract shall form the part of SCC. In the event of rate contract being finalized on less than published number of Contractors, the business volume would be redistributed among the eligible Contractors.	
10.2	If no bidder other than L1 bidder accept the price, the L1 bidder has to accept and execute the contract if required by BHEL.	
10.3	Business distribution shall be based on the following formula: Assuming business to be distributed among n parties, the % business for the $L_x = 100 \times (n-x+1) / \sum n$ (for n=1 to n)	
10.4	Example: Assuming the business to be distributed among 7 parties, the business for the parties will be as below: $\sum n = (1+2+3+4+5+6+7) = 28$ $L1 = 100 \times (7-1+1) / 28 = 25\%$ $L4 = 100 \times (7-4+1) / 28 = 14\%$ $L7 = 100 \times (7-7+1) / 28 = 4\%$	
10.5	In case of a tie in the position/ranking, the audited turnover of the last completed financial year as specified in the SCC bidder shall be the basis for the deciding the ranking/position. The bidder having the higher turnover shall be positioned/ranked better. Example: If two bidders A & B are tied at the L3 position & B has the higher turnover. Hence, B will be considered as L3 & A will be considered as L4. The subsequent positions/rankings will follow from L5 onwards.	
10.6	SAMPLE CALCULATION	
	Assuming number of parties are 2.	
	Formula $L_x = 100 \times (n-x+1) / \sum n$ (for n=1 to n)	
	Bidder Position/Ranking	% Business
	1	67%
	2	33%
		100%
	Assuming number of parties are 7.	
	Bidder Position/Ranking	% Business
	1	25%
	2	21%
	3	18%
	4	14%
	5	11%
	6	7%
	7	4%
	Total	100%
10.7	Wherever the no. of Contractors is more than 20, the business distribution methodology shall be part of SCC.	
11.0	ROUTE SURVEY AND FEASIBILITY STUDY	
11.1	It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.	
11.2	If specifically mentioned the Special Conditions of the Contract, the feasibility study charges shall form the part of price bid.	

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11.3	If Prior Route Survey, on case to case basis, is conducted on BHEL's cost by other agencies; the transporter has to necessarily follow the route as prescribed by BHEL.
11.4	The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation on the goods.
11.5	If required by BHEL, the Contractor shall submit a detailed route survey report containing all important stations and relevant information regarding the obstructions en route Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels, sharp U-turns etc. for free of cost to BHEL, if the cost of route survey is not specifically mentioned in SCC.
11.6	The contractor shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them except specially specified in Clause 5 or SCC. Further any damage to Private /Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL will not be liable for the same
11.7	If specifically mentioned the Special Conditions of the Contract, route survey has to be vetted by IRDA approved surveyor charges of which shall be paid by BHEL.
11.8	The contractor shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL will not be liable for the same.
12.0	ROUTE & DISTANCE
12.1	All consignments should be transported through the shortest feasible route approved by BHEL and freight payment will be restricted to the same. Change of route and additional costs will be in bidder's account in case of lumpsum contracts. However, change of route owing to written instructions of BHEL, the amended Work Order will be issued.
12.2	The minimum chargeable distance shall be approved & published in Special Conditions of Contract or NIT. In case of lumpsum contracts, the distance will be in transporter's scope.
12.3	Wherever a particular station is not exhibited in the approved list, The shortest route as per the following websites will be considered in the following order: 1. maps.google.com (co.in) 2. mapmyindia.com (co.in) 3. maps.yahoo.com (co.in)
12.4	In case the shortest route is not feasible, the BHEL distance committee consisting of members from Logistics/Stores, Commercial/Product Group & Finance shall finalize the shortest feasible route and distance.
13.0	JOURNEY MANAGEMENT
13.1	The contractor shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Contractor shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver. Also status of the consignments shall be communicated to BHEL on daily basis through e-mail / phone/ web based systems.
13.2	In case BHEL provides tracking device, then the Contractor will be responsible for safe custody and return of device to BHEL in good working condition, as it was issued to him.
13.3	Contractor 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.
13.4	The Contractors shall be bound to report movement progresses of all incoming/outgoing consignments through e-mail or web based monitoring system or any other mode desired by BHEL at regular intervals as specified in SCC.
13.5	Alternately, BHEL also reserves the right to install an in-house Vehicle Tracking Unit for real-time tracking of consignment. The Contractor shall be held responsible to return such VTS unit.

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14.0	DELIVERY TIME/TRANSIT TIME IN RATE CONTRACTS				
14.1	The timely delivery of goods is the essence of the contract				
14.2	The Delivery time shall be considered excluding date of dispatch and date of delivery.				
14.3	The date of dispatch shall be reckoned as the date of Security/CISF out Gate pass. However, in case the Online Road Permit/Manual Road Permit/Excise Invoice are handed over at a later date, the date of dispatch will then be reckoned as the next working day after which the Online Road Permit/Manual Road permit/Excise Invoice (whichever is later) is handed over to the contractor. The date of handing over the Online Road Permit/Manual Road Permit shall be certified by an Executive of Contract Management/Commercial. Similarly, the date of handing over of the Excise Invoice shall be certified by an Executive of Logistics/CDC/CDX Department. The date of reporting/entry at security/CISF gate at destination/site shall be reckoned as the date of delivery.				
14.4	In case the due date of delivery falls on Sunday/Public holiday/holiday at site, next working day will be treated as due date of delivery.				
14.5	Transit time in Days = Distance/ Basic Averaged Running per day. Basic Averaged Running per day will be as per following table:				
	Sl	Vehicle Type	Plain Region (km)	Hilly Region/North east stretch only (km)	Difficult Terrain(e.g. Orissa, Chhattisgarh and as notified by BHEL units from time to time- to be certified by Head of Logistics)
	1	LCV/HCV	300	150	200
	2	Truck/Multi-Axle Vehicle/Open body	250	125	170
	3	Mechanical Trailers (up to 22 MT)	175	90	120
	4	Mechanical Trailer (other categories)	As per Special Conditions of the Contract		
	5	Hydraulic Trailer (Cat-C – 35-99 MT)			
	6	Hydraulic Trailer (Cat-B– 100-199 MT)			
	7	Hydraulic Trailer (Cat-A – above 200MT-300 MT)			
15.0	ADDITIONAL TRANSIT TIME				
15.1	Additional transit time shall be allowed over delivery time in the following cases:				
15.1.1	At each Railway Crossing	Minimum 4 Days with permission letter or actual on evidence			
15.1.2	Over dimensional consignment having width or height more than 4 m	Additional transit time for ODC consignment will be as follows:			
		Consignment Height/Width		Additional transit time	
		4000 mm – 5000 mm		20% of the basic transit time	
		5000 mm – 6000 mm		30% of the basic transit time	
		>6000 mm		40% of the basic transit time	
15.1.3	Octroi /Entry Tax clearance	Minimum 2 Days or Actual on evidence			
15.1.4	Self And Delivery Against Consignee Copy	7 Days			

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15.1.5	Permissions at state borders/ MoRTH /state authorities	Actual on evidence		
15.1.6	Dispatches from & To, through Haridwar/ Uttarakhand during Kanwad Mela	As per BHEL/government notification		
15.1.7	Non- availability of road permit forms/ eway bill etc	On actuals		
15.1.8	For typical designs requiring slow movement in the interest of safety of the consignment, CDC/Logistics shall decide additional transit time in consultation with the concerned departments of BHEL. The contractor has to abide by the maximum speed allowed and should take necessary precautions for safe delivery.			
15.2	Additional transit time will not be applicable for lumpsum contracts where the delivery time is in contractor's scope.			
15.3	Additional transit time other than above shall be allowed with the approval of BHEL based on the representation received from the Contractor on case-to-case basis.			
16.0	FORCE MAJEURE			
16.1	Acts of Nature, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, damaged bridges/culverts/roads, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/civil or military, labor strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor/BHEL has no control. Mechanical failure shall not be part of force majeure conditions.			
16.2	If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, additional transit time may be allowed by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof.			
16.3	The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.			
16.4	Force Majeure conditions will apply on both sides. Force majeure conditions should be substantiated with supporting documents.			
17.0	PENALTY			
17.1	PENALTY FOR DELAY IN PLACEMENT OF VEHICLES			
17.1.1	Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/ Site Office, the vehicles will have to be placed by the Contractor within stipulated period in the form of letter/email or any other mode of communication.			
17.1.2	Free time for placement of vehicle shall be specifically mentioned in Special Conditions of the Contract. Free time, if not specified is SCC shall be as per table below:			
17.1.3	For non-placement of vehicles after free time the penalty will be imposed and deducted automatically from the bills of the Contractor who have not placed the vehicles and the details of penalty is furnished below			
17.1.4	Sl	Vehicle Type	Free Time for placement (Days)	Penalty per Day (In Rs)
	1	LCV/HCV/Truck	3	750
	2	Trailer	3	1000

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	3	Hydraulic Trailer (Category-C–35-99 MT)	7	2500
	4	Hydraulic Trailer (Category-B–100-199 MT)	7	3000
	5	Hydraulic Trailer (Category-A – above 200MT)	7	3500
17.2	PENALTY FOR NON-PLACEMENT			
17.2.1	In case allocation is cancelled due to non-placement & lifted through any other Contractor at the same rate; in addition to penalty for delay in placement of vehicles as per Clause 17.1, the non-placement charges equivalent to 2 days of detention charges shall be imposed. The same shall be recovered from other pending bills/Security Deposit of the contractor.			
17.3	PENALTY FOR LATE DELIVERY			
17.3.1	If consignments are not delivered within delivery time including grace time, a penalty @ 1.0% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied.			
18.0	HIRING OF VEHICLES/SERVICES			
18.1	It is preferred that contractor places his own vehicles for transportation.			
18.2	Hiring of vehicle along with Driver & helpers from other sources of repute in the market is permitted. Hiring could be allowed with/without prior approval of BHEL as per Special Conditions of the contract. In absence of the above data in SCC, the requirement of approval as per following table			
18.3	Sl	Vehicle Type	Prior Approval from BHEL requirement	
	1	LCV/HCV/Truck	Not required	
	2	Trailer	Not required	
	3	Hydraulic Trailer (Category-C–35-99 MT)	Required	
	4	Hydraulic Trailer (Category-B–100-199 MT)	Required	
	5	Hydraulic Trailer (Category-A – above 200MT)	Required	
18.4	In case of hiring of vehicle, all contractual & legal responsibilities will lie with the contractor only.			
18.5	Hiring of other peripheral services as GPS tracking /civil work/loading /unloading is permitted.			
19.0	LOADING & UNLOADING			
19.1	LOADING AT CONSIGNOR’S PREMISES			
	Consignor shall be responsible for loading of consignments at its premises. However, if the BHEL requests to the contractor for loading, the contractor shall arrange for the loading. The Loading charges will be paid in line with Clause 5.5.9.			
19.2	UNLOADING AT CONSIGNEE’S PREMISES			
	Consignee shall be responsible for loading of consignments at its premises. However, if the BHEL requests to the contractor for unloading, the contractor shall arrange for the unloading. The unloading charges will be paid in line with Clause 5.5.9.			
19.3	LOADING/UNLOADING EN ROUTE			
	Before loading and unloading at any other places/godowns due to any reason, contractor has to obtain prior approval of BHEL. BHEL will reimburse the loading & unloading charges en route as per Clause 5.5.9, only if the reasons for unloading & loading are attributable to BHEL/BHEL’s Customer/BHEL’s Vendor.			
20.0	WEIGHT MEASUREMENT			
	The weight shall be taken as per actual weighbridge/Weigh-In-Motion record of BHEL/consignor for consignments. In cases where either weighbridge records are not available or it is not feasible to weigh the consignments on the weighbridge, the weight as indicated in the drawing/packing list/Dispatch documents shall be reckoned.			
21.0	CONSIGNMENT NOTE CERTIFICATION			
	The following information shall invariably be legibly and clearly indicated on the Consignment Note (i.e. LR) by the Contractor at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer i) Registration No(s). of the vehicle(s). ii) No. of the packing cases or liquid quantity in KL.			

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	iii) Name & address of the consignor and consignee with specific destination. iv) Description of the consignments with BHEL Purchase Order (PO) reference as applicable. v) Excise Invoice Number or the exemption certificate reference vi) Reference to all other relevant information of Dispatch Advice Note, and Way Bill/Manual Permit/Online Permit etc as applicable from time to time
22.0	EN ROUTE DOCUMENTS AND EXPENSES
22.1	While accepting the consignments for transportation, the Contractor should ensure that all necessary documents are collected; permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained en route for want of these documents. The <ul style="list-style-type: none"> i. Dispatch Advice Note/Challan, ii. Excise Invoice (Pink/ Duplicate) indicating PO reference, iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy', iv. Consignee Copy of LR for door delivery, v. Road Permit/Waybills etc. wherever applicable, vi. SMIV/PMIV/Excise Gate Pass, wherever applicable vii. Any other required documents The Contractor 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.
22.2	Any expenses incurred and detention on this account will be the risk and cost of the Contractors except charges mentioned in Clause 5.
22.3	If a consignment is detained en route by the authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Contractors and consignment got released and delivered in time.
22.4	The Contractor should also collect at the time of booking, all the documents required such as loading advise slip, Road Permit (Manual/Online), Excise Invoice/Not for Sale Certificate, forwarding notes/challans with descriptions of goods and value etc., for payment of Octroi charges and ensure safe transportation and easy identification at the time of delivery, otherwise any loss on account of this will be recovered from the contractor. In case such excise invoice/Not for Sale Certificate is not obtained from the consignor along with the consignment, an endorsement "excise invoice or road permit or necessary letter or documents not received" should be made in the lorry way bill. In case of doubt as to the freight to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.
23.0	VOLUMETRIC CONVERSION FOR BULK/VOLUMINOUS CONSIGNMENTS
23.1	The volumetric conversion will not be applicable for hydraulic trailersFor bulk & light consignments, conversion factor shall be computed as per following formula: $\text{Conversion factor (f)} = \frac{\text{Capacity of the vehicle as per category}}{\text{Volume of the category}}$
23.2	The conversion factor shall be derived from actual vehicle dimensions and shall be specified in SCC.
23.3	In case of placement of special structured vehicle which has more volumetric capacity, the conversion factor shall be calculated based on certification of vehicle dimensions by Logistics/CMM Executive.
23.4	Examples: For speed cargo, the capacity of the vehicle as per the category is 2,500 Kgs & permissible dimensions are 4mx1.5mx1.5m. $\text{Conversion factor } f = 2500/9 = 277.78 \text{ kg/m}^3 \sim 278 \text{ Kg/m}^3$ Hence, for converting the volume into weight, the above conversion factor shall be multiplied to the volume.

23.5	Other examples of calculation: conversion factors calculated are only for examples the actual conversion factor shall be derived from actual vehicle dimensions as specified in SCC				
	Category	Vehicle Size (In Metres)	Wt(Kg)	Volume (m ³)	Conversion factor (kg/m ³)
	Speed Cargo	4x1.5x1.5	2500	9	278
24.0	SAFETY OF CONTRACTOR'S WORKMEN				
	<p>The Contractor shall have to indemnify the BHEL against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL premises or anywhere en route.</p> <p>All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative.</p> <p>The Contractor shall be bound to indemnify BHEL against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.</p>				
25.0	SAFETY & INSURANCE				
25.1	The contractor is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER shall arrange insurance of the consignment, the contractor will be responsible for any damages as per extant applicable act. But, that will not in any way absolve the contractor from compensating BHEL in case of damage / loss and also the contractor shall be responsible for any mishap, accident en route and consequences thereof including legal complications, if any.				
25.2	The Contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them as per extant applicable act.				
25.3	<p>In case of accident the Contractor or his authorized representative shall arrange to submit the following-</p> <p>i) A copy of FIR lodged in police station of area concerned.</p> <p>ii) Inform the BHEL's underwriter, if available with Contractor and concerned BHEL official about the accident for further follow up. Transshipment in such case shall be allowed after completing all necessary formalities by concerned BHEL officials.</p>				
25.4	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.				
25.5	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 Contractors fail to send communication in respect of				

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	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.
26.0	DELIVERY & ACKNOWLEDGEMENT
26.1	The Contractor shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature & seal of consignee's representative receiving the material duly specifying in and out date with Registration No(s) of the vehicle.
26.2	The Contractor 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 Contractor. In case of joint inspection memo (JIM), the Contractor 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. Contractor shall duly attest the signature of the representative.
26.3	The Contractor will be bound to accept letters/notice/claims from BHEL/Insurance Company in accordance with the provision of the Insurance Act.
27.0	PAYMENT
27.1	Mode of Payment
	To Pay Basis: To be paid by BHEL's customer/Vendor
	To be billed: To be paid by BHEL
27.2	Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate along with necessary documentation as per SCC or as per payment terms as specified in SCC
27.3	For the consignments booked on "To Pay" basis, where the Contractor has to realize payment from the BHEL's customer/Vendor and the BHEL's customer/Vendor does not make the payment, BHEL will accept the freight bills subject to either one of the following: i. Submission of Non-Payment Certificate issued by the BHEL's customer/Vendor to the Contractor on Performa as specified by BHEL ii. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group.
28.0	TRANSSHIPMENT
28.1	For consignments dispatched by Hydraulic trailers, transshipment [unloading from vehicle and then reloading on to another vehicle] en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g. on customer's request, accident en-route or other bonafide reasons, provided prior approval is taken from BHEL in writing
28.2	BHEL shall specify the consignments where no transshipment is allowed and this shall be ensured by the Contractor. For transportation by trucks and mechanical trailers, Contractors shall endeavor that direct to destination vehicles are placed and in case of transshipment, the Contractor shall ensure that the same category of the vehicle is placed. RC copies of both the vehicle should be attached with bill.
28.3	In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the Contractor.
28.4	For all transshipments, detailed information to be furnished by the Contractor to BHEL. Cost to BHEL, if any, owing to damage to the consignment under transportation shall be recovered from the Contractor if Insurance agency refuses to accept the claim.
28.5	Any transshipment anywhere shall be done under strict supervision of the Contractor/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.
28.6	Transshipment damages of the packing cases in all cases shall be made good by the Contractor concerned. Contractor shall ensure that the equipment damaged due to transshipment (for any reasons) are collected from the site of damage and transported back to BHEL for free of charge.

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29.0	DISCLOSURE OF INFORMATION
	The bidder shall necessarily disclose the following information as below:
29.1	Information regarding employee or direct relation of any employee of BHEL in any way connected as Partner/Shareholder/ Director/Advisor / Consultant/ Employee etc. with the bidder as per Format-I
29.2	Information regarding group concerns & affiliates etc, details of partners/proprietor/directors as per Format-IX
30.0	CLUBBING OF MATERIAL
30.1	Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No payment will be released for all such vehicles.
30.2	If more than three such instances are found the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL guidelines.
31.0	MALPRACTICES/IRREGULARITIES/TAMPERING WITH LR'S, BILLS
31.1	During the processing of the bills or at any time, if BHEL finds that Contractor has breached the terms and conditions of the contract, tampered the LR's, Bills, permission letters, any malpractices, irregularities etc., then BHEL will forfeit all such bills claimed by the Contractor to the extent of that consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company.
31.2	Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL will recover the penalty amount as per Clause 17.3 for the delay in delivery of the consignments from other pending bill/security deposits of the Contractor pending with BHEL or through appropriate legal recourse.
31.3	In case of accident to the consignment during the en-route and insurance company doesn't pay the insurance amount due to above lapse and/or any other reasons attributable to the transporter. BHEL will recover the loss caused to BHEL from any pending bills/security deposits of the transporter pending with BHEL or through appropriate legal recourse. The transporter shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
32.0	RISK PURCHASE
32.1	All amounts including the losses / damages / penalties / compensation and extra charges of fright, resulting from non-compliance with the terms of contract, payable by the Contractor to BHEL under the terms of the contract shall be recovered from the outstanding payments to Contractor either under the contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL reserves the right to recover the same amounts from the payments due to Contractor in any of the units of BHEL in any part of India.
32.2	BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor.
32.3	In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the work as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, the EMD submitted by Contractor shall be forfeited and Freight Contract shall also be terminated. BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the BHEL will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor.
33.0	INTEGRITY PACT
	Integrity pact will form the part of NIT if the estimated value of the tender is more than 10 Crores. The bidder has to submit duly signed integrity pact.

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34.0	INDEMNITY
34.1	The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites/en route.
34.2	The Contractor shall indemnify the BHEL against all payments by way of compensation or otherwise which the BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the BHEL 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 Contractors, their workmen servants or agents
34.3	The Contractors shall further indemnify BHEL against: (i) Observance of Labour & Industrial Laws. (ii) Documentary compliance relating to freight billing. (iii) Indemnity shall cover the entire transit right after loading to the unloading at destination.
35.0	ARBITRATION
	All disputes between the Contractor and Company arising out of or relating to this contract shall, after written notice, by either party to the Contract to the other party, be referred to the sole arbitration of any Arbitrator to be appointed by the General Manager-Incharge/Executive Director, BHEL Unit, from among the executives of BHEL. The decision of the Arbitrator shall be final and binding on both the parties. The arbitration proceeding shall be in accordance with the provisions of Arbitration & Conciliation Act 1996. The venue of arbitration in all cases shall be at respective unit.
36.0	JURISDICTION
	It is only after exhausting the Arbitration clause 35.0 above further legal proceedings arising under or relating to this contract, the courts at Rangareddy Dist. and Sangareddy in Medak District in Andhra Pradesh only shall have the jurisdiction.
37.0	SPECIAL NOTE (i) The applicability and extent of the provisions under 'General Conditions of Contract' shall be valid in so far as they are not covered/superseded/amplified or modified/changed/ reviewed by the clauses under 'Special Conditions of Contract' forming an integral part of the tender documents in totality as also the Notice Inviting Tender (NIT) as far as the exact scope and nature of transportation rate contract. (ii) In the event of difference noted between 'General Conditions of Contract' and 'Special Conditions of the Contract', the clauses of 'Special Conditions of Contracts' will be valid and applicable.

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5. Annexure-C SPECIAL CONDITIONS OF CONTRACT**INDEX**

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1.0	APPLICATION
	Unless otherwise provided in the Contract Documents, these Special Conditions in conjunction with General Conditions of Contract shall govern the works accompanying technical details, if any.
2.0	SCOPE OF CONTRACT
	Transportation of goods from anywhere to anywhere (BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing godowns/ sites etc.) within India by Road by Hydraulic Trailers
3.0	EVALUATION
	Enquiries will be sent to only TCMOU empanelled bidders for submission of price bids. BHEL will reserve the right to conduct Reverse Auction. Offers will be evaluated on lowest cost to BHEL basis.
4.0	EARNEST MONEY DEPOSIT (EMD)
4.1	An amount of Rs. 2,00,000/- (Rupees Two lakhs only) shall be paid towards one time EMD by DD from any Scheduled Banks / Public Financial Institutions as defined in the Companies Act, drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED", payable at 'HYDERABAD'. The EMD of all technically qualified bidders will be retained for the entire contract period as a onetime deposit for future tenders of transportation of Hydraulic Trailers, if any.
4.2	The bidders who are already working with Hyderabad unit and have submitted One Time EMD need not submit the EMD again. However, for exemption letter/e-mail from the department has to be obtained and the same shall be submitted in place of EMD and Extension letter shall be submitted as per specified format.
5.0	ROUTE & DISTANCE
5.1	Change of route and additional costs, other than mentioned in Clause 5.0 of GCC, will be in bidder's account in case of lumpsum contracts. However, change of route owing to written instructions of BHEL, the amended Work Order will be issued.
5.2	The distance will be in transporter's scope.
5.3	If the place of loading is changed and is within the 50 kms limit of the previous works, the rate should remain same on account of change in place of loading. If the place of unloading is changed and is within the 50 kms limit of the previous works, the rate should remain same on account of change in place of unloading.
5.4	If the distance is reduced within 10% as per written instructions of BHEL, the rate should be reduced proportionately to distance as per Google maps limited to minimum of actual distance as per GPS or MORTH permission.
5.5	In case of change of scope from "Vendor Works to site via BHEL" to direct dispatch from "Vendor Works to site", the reduced rate will be calculated considering overall expenditure instead of proportionate distance method and same will be communicated to contractor. Contractor will have the right to accept or reject the offer in such case.
6.0	DELIVERY TIME/TRANSIT TIME
6.1	The timely delivery of goods is the essence of the contract
	Delivery time shall be indicated by the bidders in the price bid format. Bidders are advised to conduct individual route surveys and make their own assessment for quoting the delivery time. Minimum delivery time will be 4 days and maximum delivery time will be 90 days. If the transporter quotes the delivery time beyond the above time, BHEL will consider the same on case to case basis. However, delivery time indicated by the bidders will not be considered for evaluation.
6.2	The Delivery time shall be considered excluding date of dispatch and date of delivery.
6.3	The date of dispatch shall be reckoned as the date of Security/CISF out Gate pass. However, in case the Online Road Permit/Manual Road Permit/Excise Invoice are handed over at a later date, the date of dispatch will then be reckoned as the next working day after which the Online Road Permit/Manual Road permit/Excise Invoice (whichever is later) is handed over to the contractor. The date of handing over the Online Road Permit/Manual Road Permit shall be certified by an Executive of Contract Management/Commercial. Similarly, the date of handing over of the Excise Invoice shall be certified by an Executive of Logistics/CDC/CDX Department. The date of reporting/entry at security/CISF gate at destination/site shall be reckoned as the date of delivery.

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6.4	Bidders are requested to include time taken for all required clearances / permits from all Governmental / Non – Governmental authorities Viz. RTA, NHAI / PWD / CPWD, Sales Tax Department, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons. Detention on account of power shutdown at railway crossings should also be considered.		
6.5	In case the due date of delivery falls on Sunday/Public holiday/holiday at site, next working day will be treated as due date of delivery.		
7.0	ADDITIONAL TRANSIT TIME		
7.1	Additional transit time shall be allowed over delivery time in the following cases:		
7.1.1	Octroi /Entry Tax clearance	Minimum 2 Days or Actual on evidence	
7.1.2	Self And Delivery Against Consignee Copy	7 Days	
7.1.3	Dispatches from & To, through Haridwar/ Uttarakhand during Kanwad Mela	As per BHEL/government notification	
7.1.4	Non- availability of road permit forms/ eway bill etc	On actuals	
7.2	Additional transit time other than above shall be allowed with the approval of BHEL based on the representation received from the Contractor on case-to-case basis.		
8.0	CHANGE IN WEIGHT & DIMENSIONS		
8.1	Weight & Length: Increase or decrease in weight or length leading to change in number of axles will be considered for addition/deduction of payment. Detailed calculation method of number of axles is shown in the Annexure D. Minimum number of axles to be placed is four. In case, the maximum load per axle is changed by Govt. Agencies, the payment will be released/deducted in line with change in number of axles. However, the successful bidder will also be allowed to decline the offer in case of change in number of axles. Increase or decrease in weight leading to change in number of axles shall be released/deducted as per 8.2		
8.2	Sl	Change in number of axles	% Released/Deducted
	1	If the number of axles increase from 4 to 6 or decrease from 6 to 4:	17
	2	If the number of axles increase from 6 to 8 or decrease from 8 to 6:	15
	3	If the number of axles increase from 8 to 10 or decrease from 10 to 8:	12
	4	Increase or decrease of two axles except above	8
8.3	If there is increase/decrease in number of axles is more than two, 20% of basic freight shall be released/deducted. In case the number of axles is odd, the prior approval from Logistics Department shall be taken by the bidder. Also, placement of odd number of axles (within Govt. Limits) with prior permission from Logistics Department shall not carry any deductions.		
8.4	Width & Height: Beyond 10% increase/decrease in Width/Height after the limit (Width = 3.0 Meters, Height = 3.0 Meters), payment shall be released/deducted as follows:		
	WIDTH	FOR EVERY 0.25 Mts. OR PART THEREOFF 3.0% OF BASIC FREIGHT	
	HEIGHT	FOR EVERY 0.25 Mts. OR PART THEREOFF 4.0% OF BASIC FREIGHT	
8.5	Weights mentioned in the OBD's (Packing List) & dimensions based on actuals (certified by Head of Packing Section) shall be reckoned for processing of freight bills.		
8.6	In any case proportionate charges shall not exceed 20% of basic freight.		
9.0	PLACEMENT OF HYDRAULIC TRAILERS		
	LOI (Letter of Intimation) will be communicated through e-mail for placement of Hydraulic Trailer. Date of placement will be intimated in the LOI. The Hydraulic Trailer shall be placed as per following schedule:		

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	Scenario	Intimated Date of Placement	Actual Placement of Hydraulic Trailer
	A	Immediate	Within 7 days of LOI
	B	Within 7 days of LOI	Within 7 days of LOI
	C	After 7 days of LOI	On or before intimated placement date
10.0	TIME EXTENSION FOR PLACEMENT OF HYDRAULIC TRAILER		
	Request for time extension for placement of hydraulic trailer shall be communicated within 3 days of LOI and BHEL will consider the time extension for case to case basis without penalty for delay in placement.		
11.0	NON-PLACEMENT OF HYDRAULIC TRAILERS WITHIN TIME		
	If the hydraulic trailer is not placed as per schedule of placement Clause 9.0 above. BHEL reserves the right to short-close freight contract and offer to L2-L10 bidders at the L1 rate. If any of the bidders accepts the freight contract at L1 rate, performance rating for the L1 bidder will be reduced by 100 points (without normalization-normalized score will be calculated with same consignment) along with delay in placement charges along with non-placement charges as per GCC. If it fails, Risk Purchase Clause will be applied.		
12.0	LETTER OF INTENT FOR PLACEMENT OF VEHICLES		
	It will not be binding on BHEL to release letter of indents for transportation of all consignments for which contracts have been awarded. This may be due to several reasons viz. reversal of decisions from assembled to dismantled conditions of certain consignments and decision for multi-modal transportation, based on site and customer requirements.		
13.0	PERFORMANCE RATING		
	Performance of the Logistics Companies/transporters will be evaluated on following points:		
	Sl	Criteria	Weightage
	1	Documentation	10%
	2	Safe Delivery without any Damage	40%
	3	Delivery within time period	20%
	4	Placement of vehicles within time period	15%
	5	Daily Status Report & Other Communication with BHEL	15%
14.0	SPECIAL NOTE: In the event of difference noted between 'General Conditions of Contract' and 'Special Conditions of the Contract', the clauses of 'Special Conditions of Contracts' will be valid and applicable.		

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6. INSTRUCTION TO BIDDER

CLAUSE	DESCRIPTION
1.0	SUBMISSION OF TENDERS
	The tenderers must submit their tenders in three parts in separate sealed covers as detailed below and as per instructions of NIT.
	PART-I (TECHNO-COMMERCIAL PART).
	PART-II (EMD)
2.0	PART-I (TECHNO-COMMERCIAL PART)
	This shall include the following :
2.1	Covering letter of bidder.
2.2	Signed copy of NIT
2.3	'Price schedule', (No rate shall be entered in the rate column. Only write 'quote' against each rate of the schedule).
2.4	Schedules, annexures, proformas and other documents as indicated in the tender document and as specified in the tender enquiry letter.
2.5	The above documents shall form one set of the Part-I tender. Tenderers shall submit requisite sets of Part-I tender, i.e. original and duplicate sets as specified in the tender enquiry letter. All the sets shall be sealed and marked 'Original Part-I tender' and 'Copies of Part-I tender' on the respective sets and superscribed as : PART – I (TECNHO-COMMERCIAL PART). TENDER NO. HYLOG1516HT
3.0	PART – II (EMD)
3.1	Earnest Money Deposit shall be furnished in the form as indicated in tender document and submitted inside a sealed envelope super scribing the following. PART – II (EMD) TENDER NO. HYLOG1516HT
3.2	In case of One Time EMD, the BHEL confirmation letter for the same shall be submitted inside a sealed envelope super scribing the following. PART – II (EMD) TENDER NO. HYLOG1516HT
4.0	MAIN COVER
	Duly sealed and super scribed, as detailed above of Part – I, Part- II tenders shall be enclosed in one main cover duly sealed and super scribed as: TECNHO-COMMERCIAL PART, PRICE PART AND EMD TENDER NO. HYLOG1516HT <u>“ TC MOU & Empanelment of Logistics Companies/transporters for Transportation of Heavy consignments by Hydraulic Trailers “</u>
5.0	SUBMISSION OF TENDERS
5.1	By Post/Couriers
	Tenders submitted by post shall be sent by REGISTERED POST/ by Courier Service and shall be posted with due allowance for any postal delay. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post. The tenders received after the due date and time of submission shall be rejected. Address for submission of tender is : “Sr. Engineer/ Logistics-Contracts, Vendor Complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032 Phone: 040 2318 4941”
5.2	By Fax/e-mail/e-Procurement/Electronic Data Transfer

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	The offers received through Fax/e-mail/e-Procurement/Electronic Data Transfer can be sent if specified in the tender. The tenders received after the due date and times of submission are liable to be rejected.
6.0	OPENING OF TENDERS
6.1	Part-I (Techno-commercial bid) & Part-II will be opened at specified time as mentioned above at "Vendor Complex, BHEL Hyderabad" as mentioned in NIT for which bidder may depute representative.
6.2	<p>"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.</p> <p>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 extant guidelines in vogue."</p>
7.0	RATES TO BE IN FIGURES AND WORDS
7.1	The tenderer shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. The metric system of units shall be used.
7.2	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.
7.3	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
7.4	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.
7.5	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.
8.0	CORRECTIONS AND ALTERATIONS
	All entries in the tender shall either be typed or be in ink, erasures errors and over-writing are not permitted and may render such tenders liable for rejection. All corrections and alterations shall be duly attested by the bidder with date.
9.0	ALL PAGES TO BE INITIALLED
	All signatures in tender documents shall be dated as well. All pages of all volumes and sections including drawing of tender documents shall be initialed with seal by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-I of tender) authorizing him to sign on behalf of the tenderer before submission of tender.
10.0	ADDENDA/Corrigenda/Amendments
	ADDENDA/Corrigenda/Amendments to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications to the contract terms and conditions. All such ADDENDA/Corrigenda/Amendments when issued shall form part of tender documents
11.0	INFORMATION
	The information given in the tender documents and the plans and drawings forming part thereof is merely intended as general information without undertaking on the part of BHEL as to their accuracy and without obligation relative thereto upon BHEL. Before tendering,

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	the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of labour etc. No claim will be entertained later on the ground of lack of knowledge.
12.0	ENCLOSURES
12.1	The enclosures to be enclosed alongwith Part-I of the tender shall include the following besides other such enclosures which may have been specified elsewhere in the tender documents.
12.2	Power of Attorney: An attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
12.3	In case of a consortium arrangement consisting of prime bidder and his associate, the prime bidder to furnish as exclusive undertaking jointly executed by him and his associate for the successful performance of the entire contract. At the time of contract finalisation, a legal document on the formation of such group has to be submitted to BHEL which will be a part of the contract document.
12.4	Any other documents required in terms of this notice.
13.0	GENERAL
13.1	The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the tender or any schedule or proforma is insufficient pages shall be separately added and numbered.
13.2	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights in this regard without assigning any reasons whatsoever.
14.0	Conditions and unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification, etc are liable to be rejected.
15.0	If a tenderer expires after his submission of the tender or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
16.0	BHEL will not be bound by any power of attorney/ granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor, concerned.
17.0	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Earnest Money Deposit/ Security Deposits.
18.0	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
19.0	Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith detail of the officer. Failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money /Security Deposit.
20.0	The tender submitted by a bidder shall become property of BHEL who shall have no obligation to return the same to the bidder.
21.0	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
22.0	In the event of any contradiction between the terms and conditions stipulated in the different volumes forming the tender documents, the order or precedence shall be Volume-

SIGNATURE & SEAL OF THE BIDDER

	II Technical specifications (for technical aspects); Special conditions of contract followed by General condition of contract (for commercial aspects).
23.0	Any submission of tender by the bidder shall be deemed to have done after careful study and examination of the tender papers with the full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Noncompliance of any tender instructions may result in the rejection of the tender offer.
24.0	The bidder shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc, he shall at once contract the authority inviting the tender for clarification before the submission of the tender.
25.0	The bidder shall make independent enquiry as to the conditions and circumstance affecting his tender estimate and to the possibility of executing the supplies/ works as described. In assessing the tender it will be deemed that the bidder has inspected and examined the site and its surroundings and to have satisfied for the completion of the work and the means of transport and access to the site. The accommodation he may require, the general labour position at the site and to have fixed his prices taking into consideration the risk, contingencies and other circumstances which may influence or affect the execution of the contract.

SIGNATURE & SEAL OF THE BIDDER

Format –I**Tender Ref.: HYLOG1516HT****Bidder Details (To be printed on bidder's letterhead)**

Name of the Bidder:

ADDRESS:

Contact Person 1:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Contact Person 2:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Details of the Bidder	
Type of Company (Ltd./Pvt. Ltd./Partnership/Proprietorship):	
PAN Card Number:	
Service Tax Registration Number:	
IBA Code:	
IBA recommendation validity up to:	
No. of Hydraulic Axles owned:	
No. of Prime Movers/Puller Owned:	
Turnover of financial year 2012-13 (In Crores):	
Turnover of financial year 2013-14 (In Crores):	
Turnover of financial year 2014-15 (In Crores):	
No. of Employees (Total)	
Administrative	
Technical/Supervisory	
Drivers	
Skilled Workmen	
Unskilled Workmen	
IF RELATED TO ANY BHEL EMPLOYEE NAME: STAFF NO.: DESIGNATION: UNIT & DEPARTMENT: RELATIONSHIP:	

SIGNATURE & SEAL OF THE BIDDER

Format –II**Tender Ref.: HYLOG1516HT****Checklist (To be printed on bidder's letterhead)**

Sl.No	PARTICULARS FOR EVALUATION OF TECO-COML.BID	Please Tick (✓)	Page No.
1.	DD No. & date for Rs.2000/-towards cost of tender document		
2.	DD Number & date for Rs.2,00,000/- towards EMD or EMD exemption letter attached		
3.	Quoting for the Group	Group-A/Group-B/Group-C	
4.	Organization/Firm Registration	Attached/Not Attached	
5.	Power of Attorney	Attached/Not Attached	
6.	Organization Structure	Attached/Not Attached	
7.	Format-I regarding bidder details	Attached/Not Attached	
8.	Format-III regarding axle ownership	Attached/Not Attached	
9.	Self-attested copy of RC of Hydraulic Axles	Attached/Not Attached	
10.	Gazette Notification of Hydraulic Axles	Attached/Not Attached	
11.	Format-IV regarding prime mover/puller ownership	Attached/Not Attached	
12.	Self-attested copy of RC of Prime-Movers/Pullers	Attached/Not Attached	
13.	Self-Attested copy of IBA	Attached/Not Attached	
14.	Self-Attested copy of PAN Card	Attached/Not Attached	
15.	Self-Attested copy of service tax registration	Attached/Not Attached	
16.	IT Returns for the Assessment years 2013-14 , 2014-15 AND 2015-16	Attached/Not Attached	
17.	Audited annual reports or balance sheets for the financial years 2012-13, 2013-14 and 2014-15	Attached/Not Attached	
18.	Format-V regarding experience	Attached/Not Attached	
19.	Proof of experience	Attached/Not Attached	
20.	Format-VI regarding NEFT details (not to be submitted, if already registered with BHEL, Hyderabad)	Attached/Not Attached	
21.	Format-VIII for bidders quoting for Group-A & Group-B	Attached/Not Attached	
22.	Declaration: Self-Attested copy of Format-IX	Attached/Not Attached	
23.	Duly Signed And Stamped Copy Of Full Tender Document	Attached/Not Attached	
24.	Any Other Detail The Bidder Desires To Furnish	Attached/Not Attached	

SIGNATURE & SEAL OF THE BIDDER

Format –III

Tender Ref.: HYLOG1516HT

Axle Ownership (To be printed on letterhead)

Name of the Bidder:

SL	Registration No.	Owner name	Manufacturer		Chassis No.	GVW (in MT)	Gazette Notification No.	No. of Axles as per Gazette	Remarks
			Name	Year					

SIGNATURE & SEAL OF THE BIDDER

Format –IV**Tender Ref.: HYLOG1516HT****Prime Mover/Puller Ownership (To be printed on letterhead)****Name of the Bidder:**

Sl	Registration No.	Owner name	Manufacturer		Chassis No.	Capacity (In HP)	Proof at Page No.	National Permit valid up to	Remarks
			Name	Year					
1									
2									
3									
4									
5									

SIGNATURE & SEAL OF THE BIDDER

Format –V

Tender Ref.: HYLOG1516HT

Experience (To be printed on letterhead)

S. No .	LR No.	LR Date	Description of the Consignment	Weight of the Consignment	Delivery Date	Customer Name	From	To	Whether Work Completion Certificate issued (If yes, name of Official with e-mail & phone number)	E-mail & Mobile Number of Customer
1										
2										
3										
4										
5										

SIGNATURE & SEAL OF THE BIDDER

Format – VI**NEFT Details**

(Vendors to furnish this mandate on their Letter Head)
(NOT REQUIRED FOR ALREADY REGISTERED VENDORS WITH BHEL HYDERABAD)

Ref No:

Date:

To

Manager/Finance-CM

Bharat Heavy Electricals Limited

Ramachandrapuram

Hyderabad –A.P

PIN: 502 032

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below

- A. Sup code (As per PO/SCO) / Staffno
- B. Beneficiary (Name as per PO/SCO)
(Retd Employee to indicate address here)
- C. PAN of beneficiary
- D. TIN of Beneficiary
- E. e-mail address of Beneficiary
- F. City (of Beneficiary)
- G. Bank Name
- H. Branch (of Bank)
- I. A/c Number
- J. A/c type (Savings or Current)
- K. MICR Code of the branch (9 digit)
- L. IFSC for NEFT (11 char)
- M. IFSC for RTGS (If different from L)

Thanking you,

(Signature with Seal)
 Authorised Signatory
 Name
 Designation

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized Official
 of bank)

Bank Stamp

SIGNATURE & SEAL OF THE BIDDER

Format – VII**Tender Ref.: HYLOG1516HT****(Proforma for EMD exemption on Bidder's Letter Head)**

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 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.

As confirmed by BHEL vide e-mail dated (copy attached), one time EMD having validity on date is with BHEL, I on behalf of M/s confirm to extend the validity of EMD up to 31.10.2015.

Date:

SIGNATURE & SEAL of the Bidder

SIGNATURE & SEAL OF THE BIDDER

Format – VIII

Tender Ref.: HYLOG1516HT

Name of the Bidder:

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.

As we have submitted documents for Group A/Group B, upon qualification in Group A/Group-B, I on behalf of M/s confirm to participate in Group B&C /Group-C.

SIGNATURE & SEAL OF THE BIDDER

FORMAT-IX**AFFIDAVIT-CUM-UNDERTAKING**

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarised)

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 authorized 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 hereby state that the following group concerns or affiliates of the bidder (give name, 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 hereby furnish the 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.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby 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 state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared 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.

5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

6. 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

SIGNATURE & SEAL OF THE BIDDER

- 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 cum undertaking.

DEPONENT

Solemnly affirmed and signed
Before me on this the____ day
of _____, 2_ _ _ at Hyderabad.

NOTARY

SIGNATURE & SEAL OF THE BIDDER