

COMMERCIAL DIVISION
LOGISTICS DEPARTMENT

Ref: LOGISTICS/ANN CONT/HYD/2014/186

Date: 11.02.2015

Sub:Tender For Annual Rate Contract For Transportation of Fabricated Items / Equipments ,Accessories and Raw Materials to M/s BHEL – RAMACHANDRAPURAM, HYDERABAD, TELANGANA or nearby destinations around HYDERABAD by suitable Mechanical Trailers from M/s.BHEL, HPVP Unit, Visakhapatnam .

Sealed quotations are invited for Transportation of Fabricated Items / Equipments ,Accessories and Raw Materials to M/s BHEL – RAMACHANDRAPURAM ,HYDERABAD .TELANGANA State by Mechanical Trailers by Road on door collection, door delivery & Freight to be billed at M/s BHEL, HPVP Unit-Visakhapatnam on annual contract basis. Quotation shall be valid for a period of TWO YEARS i.e 2015 – 2016 initially and subject to extension by Mutual Consent.

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| 1. Tender Enquiry No | : LOGISTICS/ANNCONT/HYD/2014/186, dt.11.02.2015 |
| 2. Due Date | : 10 .03.2015 |
| 3. Consignor | : M/s BHEL, HPVP Unit, Visakhapatnam. |
| 4. Consignee | : M/s.BHEL, RAMACHANDRAPURAM, HYDERABAD-502302 TELANGANA STATE or nearby destinations around HYDERABAD- (Distance is approx. 680 KMS) |
| 5. Destination | : BHEL, HYDERABAD or nearby destinations around HYDERABAD. |
| 6. Dimensions of Consignments & Price Schedule | : Details as per Annexure –I & II (Enclosed) |
| 7. Probable date of dispatch / Placement of Trailers | : 1 day advance notice will be given for mobilization and dispatch) |
| 8. Mode of Transport | : By Road from BHEL-Visakhapatnam to Hyderabad |
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1. Your Offer submission should be in **TWO BIDS**.

A. Technical Bid : Consisting of

1. EMD amount of Rs.2,00,000/- by means of Demand Draft drawn in favour of M/s Bharat Heavy Electricals Limited, HPVP Unit payable at Visakhapatnam. Quotations received without EMD will be summarily rejected.
2. Indian Bankers Association (IBA) Certificate copy with current renewal.
3. Company profile.
4. You should enclose your recent experience list in handling such jobs and ODC Jobs by Mechanical trailers supported by Order copies from various customers or BHEL, UNITS.
5. All tender terms and also General Terms & Conditions as per **Annexure-III** duly signed, stamped on each page.
6. Validity: Rates quoted by you are valid till completion of Contract.
7. Exact true copy to price bid without prices.
8. In case the transporter is in present Annual Rate Contract with BHEL-HPVP/ BHEL-TRICHY, they should enclose copy of the same.
9. However, the transporter should have experience in handling transportation contracts with any of the reputed public sectors/reputed private sectors. Enclose necessary proofs.
10. As HPVP is one of the units of BHEL, any transporter blacklisted in any of the BHEL 17 UNITS/sites , will not be considered for award of transportation contract.

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In this effect, you should give a certification on your letter head that

“Certifying that you are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units/sites. Not have been booked by CBI and/or charged by a court of law in any criminal case relating to transportation”.

11. Check list – Annexure IV duly filled in and signed.

12. Submission of Affidavit: An affidavit cum undertaking as per clauses mentioned in Annexure VI is to be submitted.

B. Price Bid: In separate cover as per Price Schedule (Schedule of rates only).

The Price should be quoted by carrier is full and final and the rates are valid up to till completion of Contract. The Incidental charges/penalty charges on road / surcharges / Expenses paid to Railway / Highway authorities, if any, towards dismantling / restoration of LC Gates are in the scope of transporter only. You are requested to quote the rates considering above all misc.expenses excluding Diesel escalation and admissible ODC loads.

C. Transit time: Transporter should quote the transit time (in days). Transporter has to deliver the Equipment within the transit days quoted by him. Otherwise max. 10% of total freight charges will be deducted towards penalty.

Your sealed envelope duly super scribing as **“Tender For Annual Rate Contract For Transportation of Fabricated Items / Equipments ,Accessories and Raw Materials to M/s BHEL –RAMACHANDRAPURAM, HYDERABAD ,TELANGANA STATE or nearby destinations around HYDERABAD by suitable Mechanical Trailers from M/s BHEL,HPVP Unit, Visakhapatnam ”.**

Contains 2 separate covers i.e.

- 1. TECHNICAL BID . PI note that the Technical bid should invariably contain exact true copy of Priced Offer with out prices.**
- 2. PRICE BID**

Both the above sealed covers should be kept in another single cover indicating the Enquiry No. and due date and to be addressed to Senior Manager (Logistics), BHEL-HPVP , Visakhapatnam.

Your sealed quotations along with EMD and other details addressed to the Senior Manager (Logistics), M/s BHEL, HPVP Unit, Visakhapatnam duly super scribing the Enquiry No. and Due date should be reach us on or before the due date of 10.03.2015, 14:00 hrs. You can drop in the tender box kept at our Reception Counter at HPVP-Admin.Building, Visakhapatnam named as “LOGISTICS Tender Box” and the Technical Bid will be opened on the same day at 14:30 hrs. in presence of you/ your representative and the Price Bid will be opened after approval of Technical Bid and Price Bid opening date & time will be informed to you over phone/e-mail. In case of Pre occupation the carrier shall send the “Regret” letter to reach us before the due date.

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited, HPVP Unit


(D.V.K.R.S. DEEKSHITULU)
SENIOR MANAGER(LOGISTICS)

- Encl:**
- 1) Price Schedule (Annexure-I&II)
 - 2) General Terms & Conditions (Annexure-III)
 - 3) Annexures-IV,V &VI

**PRICE SCHEDULE
(SCHEDULE OF RATES)
(RATES TO BE QUOTED PER MINIMUM WEIGHT
CONDITION OF TAURUS / HB-8 & HB-12 TRAILER/ ODC TRAILERS)**

NAME OF THE TENDERER: _____

1. PRICE FOR FULL LOAD (RATE IN RUPEES PER VEHICLE TO BE GIVEN IN THE BOXES)

| SL.NO | DESCRIPTION/ SCOPE OF WORK | [Normal with admissible] [Width >3500mm] [ODC Charges] | | | ODC width TRAILER HB8 (22 MT) See note Below Rs. - Ps | ODC width TRAILER HB12(27 MT) See note Below Rs. - Ps | | | | | | | |
|-------|--|--|--|---|--|--|-------|-------|-------|-------|-------|--|--|
| | | FULL LOAD DIRECT TAURUS (16 MT) Rs. - Ps | FULL LOAD DIRECT HB 8 / (22 MT) TRAILER Rs. - Ps | FULL LOAD DIRECT HB 12 / (26 MT) TRAILER Rs. - Ps | | | CAT 1 | CAT 2 | CAT 3 | CAT 4 | CAT 5 | | |
| 1. | TRANSPORTATION OF CONSIGNMENTS FROM HPVP, VISAKHAPATNAM TO M/s BHEL RAMACHANDRAPURAM, HYDERABAD . or nearby destinations around HYDERABAD | | | | | | | | | | | | |
| | PRICE PER TRAILER IN RS IN WORDS | | | | | | | | | | | | |
| | TRANSIT TIME IN DAYS | | | | | | | | | | | | |

NOTE: 1) ODC TRAILER TO SUIT CONSIGNMENT SIZE OF AS FOLLOWS

FOR CAT 4

Length = 1200 mm (40 feet) ;

Width = from 3501 to 5400 mm (18 feet);

Height = 3500 mm (11.5 feet) ;

Weight = 22 MT

FOR CAT 5

Length = 1200 mm (40 feet) ;

Width = from 3501 to 5400 mm (18 feet);

Height = 3500 mm (11.5 feet)

Weight = 27 MT

2) The Carriers are requested to quote price per trailer.

3) Carriers are requested to quote Transit time in days.

4) Diesel escalation clause is applicable for all the above 5 Types of Vehicles for the distance of 680 kms. – CAT 1,2,3,4 &5

5) The Admissible "ODC" charges are applicable for TAURUS/HB8 & HB12 TRAILERS ONLY – CAT 1,2,3

6) Diesel escalation clause is as per clause no. 5(B) of Ann.I

7) The admissible ODC charges are as per Annexure II.

SIGNATURE & SEAL OF CARRIER

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2. Free Time: 2 days each for Loading and 2 days each for un-loading in view of site formalities.
3. Detention / Delay: Beyond free time Rs.800/- per day per TAURUS
Beyond free time Rs.1200/- per day per HB8 TRAILER
Beyond free time Rs.1500/- per day per HB12 TRAILER /ODC TRAILER

(OR)

Subject to a maximum of 10 % of freight charges.

Note: for admitting the detention charges / penalty, the following documentary Evidence is to be produced with the freight bills.

- a) At Loading Point: Trailer placement letter & Material Gate pass duly signed and stamped with date & time by the concern Security staff for IN and OUT of the each trailer.
- b) At Un-loading point: Trailer IN & OUT stamp with signature, date & time of security staff and site-in-charge on the LR.
4. Penalty Clause: Penalty for delayed delivery equivalent to detention charges indicated as 3 above, subjected to maximum of 10% of freight charges. Abnormal delays will be viewed seriously and may lead to stoppage of sending future enquiries.

5. **BASIS FOR RATE:**

A) **FOR FULL LOADS: ALL DESPATCHES SHALL BE BY DIRECT VEHICLES ONLY AND NO TRANSHIPMENT ENROUTE IS ALLOWED**

B) The rates quoted shall be firm and applicable during the tenure of the contract. however, in case of statutory increase of diesel cost, the following escalation will be admitted for tarus and trailers."the basic rate finalised is subject to increase/decrease at the rate of 0.00023 paisa per kg/km for Tarus for minimum weight condition of 16MT (Tarus) and at 0.0003 paisa per kg/km for trailers for minimum weight condition of 22 MT (HB 8)/ 26 MT(HB12)/ 22 MT for "ODC"Trailer for every 10 paisa statutory increase / decrease in the basic rate will be proportionate when the increase / decrease is less than 10 paisa per ltr. increase of rate will not be allowed. due to any other reason during the tenure of the contract. the basic rate Rs. **53-28 ps** per ltr. as on date prevailing at visakhapatnam for purpose of diesel escalation clause, the rates as fixed by the central government of india are considered. for any increase / decrease in the diesel price, basic rate will be the increase/ decrease of diesel on account of individual state announcement of levying / concessions are not considered except in those case where the consignments booking and delivery terminates within that state on prorata, based on distance travelled in those states.However base rate of diesel as on date of tender opening i.e 10.03.2015 at Visakhapatnam is applicable.

6. Payment Terms : within 45 days – payable at BHEL, HPVP Unit, Visakhapatnam after submission of bills & ACK.LRs along with vehicle placement letter and Material Gate Pass duly signed and stamped by our security staff for purpose of calculating of Detention & Transit time.Sucessful

Transporter shall fill the NEFT/RTGS Transfer Format and same shall be submitted to us to make online e-payment.

7. Earnest Money Deposit (EMD) : Rs.2,00 ,000/- (Rupees Two Lakhs only)

8. Acceptance for submitting security deposit : Agreed.
Up to 10 Lakhs : 10%

Above Rs.10 Lakhs up to Rs.50 Lakhs : Rs. 1Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.

Note: All the clauses of the Price Schedule should be filled if failure to fill up any of the clauses will entitle to reject the quotation.

9. Reverse Auction: For finalization of this tender BHEL, HPVP unit may adopt " **Reverse Auction**". The terms & conditions for Reverse auction are at Annexure V – 2 pages.

SIGNATURE & SEAL OF THE TRANSPORTER

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10. BHEL reserves right to split the work order on 4 parties by giving counter offer at the same rates finalized with L1 agency to L2,L3,L4. However H1 offer in each category will not be considered for awarding this contract subject to availability of minimum 4 offers in each category i.e, 1,2,3,4 & 5 BHEL require 4 transporters in each category – TAURUS, HB8 TRAILER, HB12 TRAILER, ODC HB8 & HB12 TRAILER i.e., only 4 parties – L1,L2,L3, L4 against each individual category of 1,2,3 ,4 & 5 will be considered for award of contract.
11. The Allotment / Weightage of Trailers will be L1 = 40%, L2, L3,L4 = EACH 20%.
12. BHEL reserves the right to award the contract in full or part to one or more parties.
13. BHEL reserves the right to reject any tender in full or part without assigning any reason what so ever.
14. BHEL reserves the right to enter in to parallel contracts with two (or) more transport carriers as may deem fit in the interest of company's work.
15. In case the L1 transporter backs out during finalization of contract or during execution of contract, the transporter will be black listed for 1 year and also their EMD will be forfeited.
16. The approximate quantity of all types of above trailers required is 150 nos.per annum which is indicative only and may increase (OR) decrease depending on the actual requirement for various projects.
17. Necessary Telangana E-Waybills will be provided by M/s BHEL, HPVP-Visakhapatnam for all the dispatches.

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ADMISSIBLE ODC CHARGES FOR CATEGORY 1,2,3**DIMENSIONS OF THE CONSIGNMENTS THAT WILL BE LOADED IN/ TAURUS / TRAILERS (HB 8 & HB 12)**

| | | |
|---|---------------------------|--------------------------|
| 1. TAURUS (16 MT) : | MINIMUM DIMENSIONS | ODC ADMISSABLE(*) |
| MAXIMUM LENGTH | 6500 MM | 6501 TO 7000 MM |
| MAXIMUM WIDTH | 2000 MM | |
| MAXIMUM HEIGHT | 2000 MM | 2001 TO 2500 MM |
| MIN.WEIGHT CONDITION | 16 MT | ABOVE 16 MT |
| 2. TRAILER HB 8 (DOUBLE AXLE) (22 MT) (40' TRAILER): | | |
| MAXIMUM LENGTH | 12000 MM | 12001 TO 13500 MM |
| MAXIMUM WIDTH | 2800 MM | 2801 TO 3500 MM |
| MAXIMUM HEIGHT | 3000 MM | 3001 TO 3500 MM |
| MIN.WEIGHT CONDITION | 22 MT | ABOVE 22 MT |
| 3. TRAILER HB 12 (TRIPLE AXLE) (26 MT) (40' TRAILER) : | | |
| MAXIMUM LENGTH | 12000 MM | 12001 TO 13500 MM |
| MAXIMUM WIDTH | 2800 MM | 2800 TO 3500 MM |
| MAXIMUM HEIGHT | 3000 MM | 3001 TO 3500 MM |
| MIN.WEIGHT CONDITION | 26 MT | ABOVE 26 MT |

(*) ODC CHARGES FOR ABOVE :

The Admissible ODC Charges shall be paid as follows:

WEIGHT

FOR EVERY 5.0 MT OR PART THEREOFF 4.0% OF BASIC FREIGHT

LENGTH

FOR EVERY 0.5 Mts. OR PART THEREOFF 2.5% OF BASIC FREIGHT

WIDTH

FOR EVERY 0.25 Mts. OR PART THEREOFF 3.5% OF BASIC FREIGHT

HEIGHT

FOR EVERY 0.25 Mts. OR PART THEREOFF 4.0% OF BASIC FREIGHT

Weight/Dimensions of consignment actually loaded on the trailer shall be mentioned in the LR , and duly certified by Logistics Executive (at the time of dispatch of equipment from BHEL-HPVP-VISAKHAPATNAM) shall be reckoned for processing of above ODC charges in freight bills.

MAX. CEILING FOR ABOVE" ODC" CHARGES IN ANY CASE SHALL BE LIMITED TO 15% OF BASIC FREIGHT.

SIGNATURE & SEAL OF CARRIER

BHARAT HEAVY ELECTRICALS LIMITED, HPVP UNIT, VISAKHAPATNAM

LOGISTICS DEPARTMENT

GENERAL TERMS & CONDITIONS

1. Loading will be arranged by Consignor and un-loading will be arranged by Consignee (i.e. at both points).
2. Your rates should be inclusive and no other charges such as incidental charges, surcharges etc. shall be paid.
3. **Your quotation should** be valid till completion of the total contract.
4. Please quote your rates with transit time.
5. Either consignor or consignee arranges transit insurance but the goods shall be at your risk and responsibility while they are in your custody and in transit and you are responsible for damages as per clause 8 of the carrier Act, 1865.
6. Transshipment en route is not allowed.
7. Bottle-necks, if any en route i.e. shut down of powers, removal, restoration of electric and telephone wire, weak bridges shall be responsibility of Transport Carrier and NO CHARGES in this regard will be paid.
8. a) Transport Carrier shall indicate the entire route in their quotation from M/s BHEL, HPVP-VISAKHAPATNAM Works, Visakhapatnam to M/s.BHEL-RAMACHANDRAPURAM, HYDERABAD. TELANGANA state.
b) In case of diversion of route, the reason for the same to be communicated to us.
9. Quotations should be submitted along with **EMD of Rs.2,00,000/-**.
10. Successful Tenderer has to deposit **security deposit as per clause no.8 of Price schedule** for proper performance of the contract. If the contractor fails to execute the order after awarding the contract, the security deposit & EMD with M/s BHEL will be forfeited to M/s BHEL. The security deposit and EMD deposited with M/s BHEL shall not bear any interest and this will be refunded to the contractor on successful completion of the contract.
11. M/s BHEL reserves the right to accept or reject any Tender or part or split the order, without assigning any reason whatsoever.
12. Quotation, which does not clarify all the points of our enquiry, will be rejected.
13. Transporters those who have quoted, may please produce the documentary evidence of Membership of Indian Bankers Association.
14. **Validity Clause** : Till completion of the contract, failure to place the Trailers to meet dispatch requirement, M/s BHEL shall make alternative arrangement for dispatch at carriers Risk & Cost.
15. **Arbitration Clause** : In the event of any dispute arising out of the contract, the same shall be referred to the sole Arbitrator who shall be appointed by the Executive Director, M/s BHEL Ltd., at his sole discretion for adjudication and award. The venue for arbitration shall be Visakhapatnam.
16. **Jurisdiction**: All suits and actions arising out of this contract shall be only filed and initiated at Visakhapatnam only.

SIGNATURE & SEAL OF THE TRANSPORTER

CHECK LIST FOR SUBMISSION OF TENDER

TENDER FORM FOR Annual Rate Contract For Transportation of Fabricated Items / Equipments ,Accessories and Raw Materials to M/s BHEL – RAMACHANDRAPURAM, HYDERABAD, TELANGANA or nearby destinations around HYDERABAD by suitable Mechanical Trailers from M/s. BHEL, HPVP Unit, Visakhapatnam .

Note: - To be filled in and duly signed and stamped by competent authority of the Carrier.

| | | |
|-----|--|-------------|
| 1. | <p>A) Name of the Tenderer: Full Address and Telephone, latest e-mail address, Head Office. -----</p> <p>B) Visakhapatnam Branch Address With Telephone / EMAIL etc. -----</p> <p>C) Name of Local Representative at Visakhapatnam -----</p> <p>D) Copy of delegation of Authority:</p> | |
| 2. | Banker's Name & Address in Full: | |
| 3. | Details of PAN Card (Xerox copy of PAN Card to be enclosed) | |
| 4. | No. of years of experience in the similar job; | |
| 5. | Organization to which serving and the details of the Work executed (separate sheets may be attached if required) | |
| 6. | No. of own vehicles available along with details Such as Registration No., permit details, carrying capacity, Dimensions etc. (separate sheet may be attached, if required) | |
| 7. | RATES: As per Annexure – I , II (attached) | ! |
| 8. | Earnest money deposit particulars : DD No: Date for : Rs.2,00,000/- | ! ! |
| 9. | Each page of the tender shall be duly signed & Stamped by the tenderer | ! ! |
| 10. | Certification on letter head reg backlisting/ Hold in other BHEL units | ! ! ! |
| 11. | Submission of Affidavit cum undertaking reg. Group concerns etc., | ! ! |

I / We have carefully read the enclosed terms and conditions (Annexure – I,II ,III,IV,V &VI) applicable to the Contract and return the same along with this form duly signed and stamped as a token of our acceptance fully without reservations.

SIGNATURE & STAMP :
DATE :

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

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

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

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

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

While submitting a Bid, the Bidder shall disclose/confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.

- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self attested copies of relevant documents.
- (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/ companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
- (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- (v) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal 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 the affidavit cum undertaking is false, fraudulent or
 - > any document submitted by the Bidder was fake or forged
 - > or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

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