



OFFICE OF THE AGM (CDC)
BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/19-20/012

DATE: 31.12.2019

SUB: TENDER DOCUMENT (TWO-PART BID) FOR TRANSPORTATION OF 03 NOS. DRY TYPE TRANSFORMERS TO BIFPCL MAITREE STPP 2X660 MW RAMPAL PROJECT (WO: 71731X), EACH ONE ON SUITABLE MECHANICAL TRAILER

1. Sealed bids are invited from reputed, IBA approved, financially sound transporters for Transportation of 03 nos. Dry Type Transformers to BIFPCL Maitree STPP 2X660 MW RAMPAL Project (WO: 71731X), each one on suitable mechanical trailer for a period of one year.
2. This documents shall be referred as **CDC/T/19-20/012** and it consists of the following documents

| Sr | Documents | Pages |
|-----------|---|--------------|
| 1 | Covering letter | 2 |
| 2 | Tender document including Terms & Conditions and Schedule of Rate – Price Bid | 26 |
| 3 | Annexure to the Tender document - 12 Annexure | 14 |

3. **Scope of work:** The contracts will cover Transportation of 03 nos. Dry Type Transformers to BIFPCL Maitree STPP 2X660 MW RAMPAL Project (WO: 71731X), each one on suitable mechanical trailer.

For detailed scope of work, refer Clause G-1 of tender document.

4. The bid is to be submitted in two parts as under:
 - a. **Part I –Techno-Commercial Bid** should contain all the documents including Tender Cost, Earnest money deposit and other annexure required for Techno-Commercial acceptance as defined in Terms and Conditions.
 - b. **Part II - Price Bid** - A separate sealed envelope should contain PRICE BID and should be super-scribed with “Part II Price Bid”, Tender No. “CDC/T/19-20/012” and due date of opening only.
5. **Cost of Tender Document** : Nil
6. **Earnest Money** of Rs. 11, 600/- is to be deposited in favour of “BHEL Jhansi” payable at Jhansi in various modes as per clause G-10.
7. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to AGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/19-20/012 and “Due Date of opening **21-Jan-2019**...and the offer must be dropped in tender box tender room, addressed to:

Seal affixed 31/12/19



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

8. Above bid to reach on or before **21-Jan-2019...**, 1315 Hrs, in tender box. Above bid is to be sent under Registered post/ speed post. The bid must be posted with due allowance for postal transit time so as to reach on or before due date.
9. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date **21-Jan-2019...** The sealed common envelope and first sealed envelope containing "Part I- Technical Bid" will be opened on the same day i.e. **21-Jan-2019...** at 14.00 Hrs in the presence of bidders who wish to be present on the occasion.
- 10. Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
11. Work will be awarded to L1 bidder only on the basis of selection criteria given in tender. Refer relevant clause of Terms & Conditions.
12. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality whatsoever without assigning any reason thereof.
13. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
14. Any clarifications on the Tender document can be sought from the undersigned till 4 days before due date of opening between **9 AM to 4 PM**.
15. Any request for change of opening date of tender shall not be entertained.

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

AGM (CDC)
BHEL Jhansi



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL, Jhansi - 284120

Central Dispatch Cell

TENDER DOCUMENT
For
Transportation of 03 nos. Dry Type
Transformers to BIFPCL Maitree STPP 2X660
MW RAMPAL Project (WO: 71731X), each one
on suitable mechanical trailer

Tender Document No.
CDC/T/19-20/012
Date 31st Dec'2019

*Accepted
31/12/19*



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G-1) SCOPE OF WORK

Transportation of 03 nos. Dry Type Transformers to BIFPCL Maitree STPP 2X660 MW RAMPAL Project (WO: 71731X), each one on suitable mechanical trailer.

The shipping weight & dimension of transformers are as under:-

Approx. Weight: 31 +/- 1 MT,

Dimension: 4200 mm (L) x 2150 mm (W) x 3900 mm (H)

Destination: NETAJI SUBASH DOCK, KOLKATA, WEST BENGAL

Loading/ Unloading of the transformer is not in the scope of the transporter. No extra charges shall be paid like ODC, Penalty, RTO fine, Railway blockade charge etc.

G-2) PRE-QUALIFICATION CRITERIA

The bidder shall ensure to comply with the following and submit all relevant documents in Part-1 bid to be eligible for this rate contract: -

a) IBA APPROVAL:

The bidder should be an IBA approved transporter & should attach IBA (Indian Banker's Association) recommendation Valid on the date of tender opening. It shall also be ensured that the same is available throughout the contract and if not, rate contract will be cancelled.

b) OWNERSHIP OF FLEET:

The bidder should have the ownership of fleet of at least 02 mechanical articulated trailers with pullers having carrying capacity of minimum 32 MT, registered in the name of bidder duly substantiated by the notarized copy of valid registration certificate as on tender opening date.

c) EXPERIENCE of having successfully completed transportation contract, single piece consignment, not less than 30 MT, for a distance of minimum 500 KM during last 07 years ending on 30.11.2019, should be either of the following:-

a. Three similar completed works each costing not less than Rs. 2.32 Lakhs.

Or

b. Two similar completed works each costing not less than Rs. 2.90 Lakhs.

Or

c. One similar completed work, each costing not less than Rs. 4.64 Lakhs.

***For Experience in Govt. /Public Sector:** Documentary proof (Copy of WO/PO/LOI & work completion certificate) in support of above eligibility criteria shall be submitted along with techno-commercial bid.

***For Experience in Private Sector:** Documentary proof [Copy of WO/PO/LOI, work completion certificate & TDS certificate (Form 16A by Traces)/Income Tax format 26AS] in support of above eligibility criteria shall be submitted along with techno-commercial bid.

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d) **FINANCIAL REQUIREMENT:**

Average Annual financial turnover during the last 03 financial years, ending 31st March 2019 should be at least Rs. 1.74 Lakhs. Copy of duly Audited Financial statements for the years ending 2018-19, 2017-18 and 2016-17 by CA to be submitted as a supporting document. If turnover details of all 03 years are not available then average shall be calculated by dividing the available year's turnover by 03.

G-3) STATUTORY DOCUMENTS

- 3.1. The following documents along with a covering letter should be attached with the offer (Techno-Commercial Bid, Part-1). All the attached document should be page numbered
 - a. Check List for Scrutiny on Bid Opening duly filled by bidder (Annexure G-A).
 - b. Earnest Money of Rs. 11,600/- (Rupees Eleven thousand Six hundred only)
 - c. Receipt of Cost of Tender (***Not required in this tender.***)
 - d. Company Profile of Bidder (Annexure G-B)
 - e. Statement of Evaluation (Annexure G-C)
 - f. Banker's certificate (Annexure G-D)
 - g. Branch list
 - h. Self-Declaration on Rs.100/- non-judicial stamp paper as Clause 3.2 and Clause 3.4.
 - i. Documents/Affidavit as per clause 3.3
 - j. Self-Certificate Cum Affidavit (Annexure G-E) on non-judicial stamp paper worth Rs.100/-
 - k. Duly Audited Annual Financial statement of last 3 years by CA.
 - l. Notarized copy of registration for trailers / RTO authentication as per Annexure G-F.
 - m. Copy of Income Tax return for the last three financial years.
 - n. Valid IBA Certificate/ IBA Approval
 - o. Documentary Proof in support of Experience as per clause no. G.2 (c)
 - p. Copy of tender document signed by authorized signatory and stamped on each and every page as a token of acceptance.
 - q. Blank price bids duly signed and stamped (Price bid in prescribed format without price).
 - r. A sealed envelope containing price bids.

Note: Bidders who have been technically qualified against the tender no. CDC/T/18-19/008 (NIT no. 49026), need not to submit above documents (mentioned in clause no. 3.1.d to 3.1.l) against this tender.

- 3.2. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:
 - a. Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
 - b. Not have been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.



- c. Should one or more partners/directors/proprietors of the bidder firm have a relation or relations employed in the capacity of an Officer of BHEL, the authority inviting tender should be informed of the fact with the offer, concealing this, BHEL may cancel the contract & forfeit EMD/SD forthwith.
- d. Neither any arbitration case pending with any of the BHEL units nor penalized in any arbitration case.
- e. Certifying that their EMD / Security Deposit has not been forfeited in BHEL Jhansi under any contract during last two financial years (2017-18 & 2018-19) on account of non-performance.

3.3. The Bidder should submit the following documents along with the offer & comply with the requirements

- a. Authorized Signatory shall be the person holding 'power of attorney' on behalf of the firm/company & authorized/empowered to act on behalf for the specific purpose.
- b. Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/Public Notary/Registrar of Companies.
- c. In case of single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
- d. In case of partnership firms - The names of all the partners & their addresses. A copy of partnership deed/instrument of partnership duly certified by a Gazetted Officer/Public Notary.
- e. In case of Public/Private Limited Company - Date & place of registration including data of commencement certificate and certified copy of Memorandum and Articles of Association.
- f. BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.

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

- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.
- (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director / Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
- (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor / common Partner(s) common Director(s).

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(v) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provision or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder if

- BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
- Any document submitted by the Bidder was fake or forged
- or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

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

G-4) BID EVALUATION CRITERIA:

- 4.1. Part-I Techno-commercial bids (refer Clause G-2 & G-3) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for Reverse Auction / Opening of price bid (Part-2). For detail refer Clause 4.3
- 4.2. Price bids (Part-2) shall be evaluated based on L1 Grand Total price.
- 4.3. Contract shall be awarded to only L1 bidder as per price bid format.
- 4.4. In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be finalised on a single bidder, effective L-1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
- 4.5. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure 'G-M'.

G-5) OFFER VALIDITY:

- 5.1. Tenders should remain valid for acceptance for a minimum period of four (4) months from the date of tender opening.
- 5.2. The bidders shall quote their rates inclusive of all extra charges like surcharges, hammali charges, statistical charges, goods tax, market fluctuations etc., so that the rate quoted shall be a consolidated one, taking the above elements into consideration. No claim will be entertained afterwards.



G-6) REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) (Guideline as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction.

Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com). As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid': "Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

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GENERAL TERMS & CONDITIONS

G-7) BIDDERS SHALL TAKE NOTE AND ENSURE THE FOLLOWING:

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

G-8) BHEL RESERVES THE RIGHT TO: -

- 8.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 8.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 8.3. Evaluate the bids as per BHEL norms by the 'Tender Finalization Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 8.4. Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of transporters, split the award without assigning any reasons thereof.
- 8.5. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 8.6. Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- 8.7. Award contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the contract or at any time during the currency of contract.
- 8.8. To restrict allotment of load for outgoing consignments for specific sites to specific transporters.



- 8.9. Ensure selection of transporters as far as possible on 'low to high' rating of their quoted rates computed with the quantum of business under contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments from multiple sites requiring wide network of branches as also the transporters having their Head Office locally.
- 8.10. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
 - a) Establishing local office with facilities as required.
 - b) Submission of Contract agreement.
 - c) Submission of 'performance security deposit' as bank guarantee from any of BHEL Consortium or nationalized banks valid till six months from the expiry date of contract.

G-9) CONTRACT AGREEMENT:

- 9.1. The tender documents shall be deemed to form an integral part of the contract to be executed for this work, within 30 days from award of contract, on non-judicial stamp paper of requisite amount.
- 9.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the transporter and shall be submitted to BHEL confirming its acceptance in toto.
- 9.3. The transportation contract being on All India basis, the H.O of the transporter should inform all their Zonal/Regional and Branch Offices in the country about the terms & conditions and rates. This is to ensure smooth implementation of the contract.

G-10) EARNEST MONEY DEPOSIT (EMD)

- 10.1. The Earnest Money Deposit (EMD) may be accepted only in the following forms-
 - a) Electronic Fund Transfer credited in BHEL account (before tender opening)
The BHEL Bank Account details is as follows,
Bank Name: - SBI, A/c No.: - 10670828866, IFS Code: - SBIN0003807
A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED.
 - b) Banker's Cheque/ Pay order/ Demand Draft, in favour of BHEL (along with offer)
 - c) Fixed deposit receipt (FDR) issued by scheduled banks/ Public financial institutions as defined in the companies act (FDR should be in the name of the bidder, a/c BHEL).
The EMD shall be submitted along with techno commercial bid. Tenders not confirming to this condition will be summarily rejected.
- 10.2. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders on his request within a reasonable time after the award of the contract. EMD may be converted to performance security deposit (PSD) however it shall attract stamp duty as per Sl.1 of Clause 11.4.
- 10.3. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit (PSD) within the stipulated period after award of the contract.
- 10.4. Earnest Money Deposit (EMD) shall not carry any interest.

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G-11) PERFORMANCE SECURITY DEPOSIT (PSD)

- 11.1. Performance Security Deposit shall be valid for the entire period of contract and a further claim period of six (6) months from the date of expiry of contract period for successful execution of contract. PSD will be refunded only after the expiry of claim period.
- 11.2. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit.
- 11.3. Transporter shall submit the 'Performance Security Deposit' within 15 days of issue of Letter of Intent (LOI). The balance amount to make up the required security deposit of 5% if the contract value may be accepted in the following forms-
 - a) Local cheques of scheduled banks (subject to realization)/ Pay order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - b) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL. **Bank Guarantee should be valid throughout the contract period with additional six months claim period.**
 - c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of transporter, A/C BHEL JHANSI duly discharged on the back.
 - d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates to be held in the name of transporter furnishing the security and duly pledged in favor of BHEL and discharged on the back)
 - e) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
 - f) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Department of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
 - g) Security deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.
 - h) The Performance Security Deposit shall not carry any interest.

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

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



- 11.5. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.
- 11.6. If the transporter fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.
- 11.7. If the transporter fails to perform satisfactorily as per the contract, PSD may be forfeited.

G-12) TENURE, EXTENSION & TERMINATION OF CONTRACT:

- 12.1. **TENURE:** Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of One year from the effective date of LOI/award of contract. However, BHEL reserves the right to short close the contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- 12.2. **EXTENSION:** One extensions of the contract may be done with mutual agreement between BHEL, JHANSI and the approved transporters, subject to a maximum extension period of 03 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- 12.3. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one-month notice by registered post acknowledgement due or in person under recorded delivery.
- 12.4. If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- 12.5. If a transporter is not found to be IBA approved at any time during the contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the contract with him may ultimately be terminated.
- 12.6. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 12.7. If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.
- 12.8. BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects. BHEL reserves the right for calling fresh tender (fully or partially) during the contract period, if the need arises.

Deepak
3/12/19



G-13) SUB-LETTING OF WORK:

13.1. It is expected from the transporters that they shall deploy vehicle from their own fleet. However, in case of non-availability of vehicle from their own fleet, they may deploy vehicle from the market. In all cases, transporter shall be responsible for safe & timely delivery of consignment.

G-14) TRAFFIC REGULATIONS & REQUIREMENTS:

14.1. The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.

14.2. The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.

14.3. The transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.

14.4. It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.

14.5. The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted in any circumstances.

14.6. Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.

14.7. Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.

14.8. Transporters shall ensure that the latest applicable Motor Vehicle Act 1989 (as amended up to date)/ Motor Vehicle Rule is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.

14.9. All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.

14.10. Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.



G-15) ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

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

G-16) PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

- 16.1. To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -
 - a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
 - b) That good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
 - c) **To protect the consignments, transporters shall ensure Tarpaulin covering to the consignments.**
 - d) Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
 - e) Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
 - f) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
- 16.2. The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 16.3. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 16.4. The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 16.5. Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 16.6. Transporter shall not auction any material belonging to BHEL where customer/supplier has defaulted in taking delivery for various reasons. The transporter will

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give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.

- 16.7. Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" basis. In such cases, liability for to & fro freight will rest with BHEL.

G-17) STATUTORY OBLIGATIONS OF TRANSPORTER:

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

G-18) INDEMNITY:

- 18.1. The transporter shall have to indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority.
- 18.2. The transporter shall indemnify and keep indemnified the BHEL against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect



thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.

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

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

G-19) TRANS-SHIPMENT:

19.1. Transporters shall endeavor that direct to destination vehicles are placed for loading the consignment(s) and collection of incoming material. In exceptional cases, transporters may seek transshipment with reasons & the same may be permitted by CDC executive not below the rank of Sr. Manager.

19.2. If it is established that unauthorized trans-shipment is done (ie without taking prior permission from BHEL), then 20% of Basic freight charge shall be deducted with approval of next higher authority of CDC head.

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

19.4. In all cases of trans-shipments, the entire responsibility for safety of goods shall be at the risk and cost of the transporter.

19.5. Transshipment is allowed on same / higher capacity vehicle, after taking prior permission from BHEL. Transporter has to submit copy of RC of transshipped vehicle along with the bill. If the transporter fails to submit copy of RC of transshipped vehicle, then it will be treated as un-authorized transshipment as per Clause 18.2.

19.6. Transshipment (authorized) shall be done under strict supervision of the transporter / his representatives to ensure safety of the consignment / item being transshipped.

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

19.8. Vehicle shall not carry any other consignment in the same vehicle en-route. Should such a case be found, appropriate action including disallowance of freight / recovery of damages shall be taken.

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G-20) PLACEMENT OF VEHICLES

- 20.1. The transporter should ensure that vehicles placed have valid registration, insurance, permit and fitness certificate.
- 20.2. At least 5 days advance written notice for placement of trailer will be given by BHEL OR BHEL suppliers indicating required date of placement of vehicle. The transporters are expected to place the vehicle within 2 days of the demanded date. In case the vehicle is not placed within 2 days of demanded date, penalty of Rs.5000/- shall be imposed and request for placement shall be given to the next transporter in order of work performed till date.
- 20.3. In case the vehicle is not placed within the timeframe as specified above, BHEL reserves right to get the transportation done at the Risk & Cost of the transporters. In such cases penalty on account of late placement of vehicle of Rs.5000/- shall not be recovered.

G-21) DESPATCH DOCUMENTS:

- 21.1. While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
 - a) Dispatch Advice Note / Challan, (DAN)
 - b) Excise Invoice (Pink/ Duplicate) indicating PO reference,
 - c) Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
 - d) Consignee Copy of LR for door delivery,
 - e) Road Permit/Waybills etc. wherever applicable,
 - f) SMIV/PMIV/Excise Gate Pass, wherever applicable.
 - g) Instructions for Unloading (If not mentioned in DAN)
- 21.2. The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- 21.3. In case the transporter fails to deliver original Excise Gate Pass (duplicate for transporter to claim ITC) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- 21.4. Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
- 21.5. All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.



G-22) CONSIGNMENT NOTE CERTIFICATION:

22.1. The following information shall invariably be legibly and clearly indicated on the BHEL specific Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer:

- Registration No(s). of the vehicle(s).
- Weight, dimensions and No. of the packing cases or liquid quantity in KL.
- Name & address of the consignor with specific destination.
- Description of the consignments with BHEL Purchase Order (PO) reference.
- Distance to destination in Km and rate of freight.
- Dispatch Control Record Entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
- Freight details and consignment value.

G-23) TRANSIT INSURANCE:

23.1. Transit insurance of the consignment shall be covered by BHEL / Consignee / Supplier. However, as per Carriage by Road Act 2007 or its latest amendment, transporter shall be responsible for any damages to the consignment during transit.

23.2. Transit insurance of the consignment shall be covered under Open Marine Policy of BHEL/Consignee as the case may be subject to excess as per the insurance policy. At present this excess is Rs 20,000/- or 0.25% of consignment value, whichever is higher & may change from time to time.

23.3. The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the transporter of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007.

23.4. Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.

23.5. The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

23.6. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.

23.7. The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.

23.8. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.

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

G-24) VEHICLE MOVEMENT REPORTING:

The transporters shall be bound to report movement progresses of all consignments through electronic communication systems such as Mobile, Phone, e-mail, web based monitoring system or any other mode desired by BHEL at regular intervals.

G-25) ROUTE & DISTANCE:

- 25.1. The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid any delays en-route.

G-26) ESCORTS:

Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge.

G-27) RECOVERY TOWARDS IDLE CRANE CHARGES:

As and when cranes are hired by BHEL/its representative(s)/clearing agents and same have to remain idle due to failure of the transporter not providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.



G-28) TRANSIT PERIOD AND PENALTY FOR DELAY IN DELIVERY:

- 28.1. The transit time shall be calculated on the basis of average minimum speed in Km/day. The allowable average speeds shall depend on the load and geography of route (Hilly/Plain)
- 28.2. Allowable average speed in Km/Day for calculation of transit period is as following

| Vehicle Category | Plain Area | Hilly Area* |
|-------------------------------|------------|-------------|
| (M3)- Above 26 MT up to 32 MT | 120 | 60 |

* For destination in Hilly area (destinations beyond Pathankot in Jammu & Kashmir, Rishikesh / Kashipur in Uttarakhand and Parmanoo / Kiratpur in Himachal Pradesh & Siliguri in West Bengal) there may be restriction on the weight allowed to be transported by trailers i.e. less weight permitted compare to rated capacity).

For consignments having height more than 2800 mm, relaxation of 10% of average minimum speed shall be allowed for each slab of 200 mm of excess height over 2800 mm.

Allowable transit period shall be rounded off to next higher whole number.

In case the reporting at site is on Sunday or Holiday, these days will not be counted in transition period.

For typical designs requiring slow movement in the interest of safety of the consignment additional transit period can be allowed with the approval of GM.

- 28.3. Additional transit period shall be allowed for the following:-
 - a) Inter-state check post clearance at state borders - 1 day per check post or on actual, based on documentary proof such as release document, intimation by e-mail, copy of waybill etc.
 - b) Self & Delivery against consignee copy - 7 days
 - c) One working day for Exit & One working day for entering the destination shall not be counted in the transit period.
 - d) In case of requirement of documents such as entry tax exemption, octroi tax exemption, way bill etc, additional grace period shall be allowed on actual basis based on the date of last document issued.
- 28.4. **Force Majeure:** The following shall amount to force Majeure. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which transporter has no control. Mechanical failure shall not come under force majeure.
- 28.5. Delay due to above force-majeure conditions and conditions not attributed not the transporters, will be reviewed by Head (CDC) / Head CRX) on representation by transporter on case to case basis, for granting additional transit time.
- 28.6. The transit period shall commence from date of LR. The date of reporting at destination shall be taken as the delivery date, if the unloading is not in the scope of the transporter. If Unloading is in the scope of the transporter, then Date of Unloading shall be taken as the delivery date. Two days will be given for Unloading the consignment. If unloading is delayed beyond two days, the delay would be added in

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the transit period. Proof of date of delivery shall be the responsibility of the transporter.

28.7. In case of delay w.r.t. allowable transit time, a penalty of 2% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied.

28.8. In case of excessive delay en-route, BHEL reserves right to get the transportation done at the Risk & Cost of the transporters. Transporter shall extend all help in transshipping the material to BHEL authorized vehicle.

G-29) DELIVERY & ACKNOWLEDGEMENT:

29.1. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature, name & seal of consignee's representative receiving the material duly specifying date & time, Registration No(s) of vehicle and condition of the consignment on delivery, on overleaf / in front of LR submitted along with their freight bill claim.

29.2. In case of non-compliance of above clause because of reasons such as person receiving the material does not have rubber seal, over writes the date of receipt, illiterate person receiving the material, consignee reluctant in giving receipt with date & vehicle number duly signed & stamped, transporter shall inform CDC/TRC deptt through an e-mail within 2 days. CDC / TRC deptt shall verify the transporters' claim for clearance of bills.

29.3. The consignee copies of LR's in all such cases may be collected immediately on delivering the consignments.

29.4. The consignee copy of the LR shall be surrendered by BHEL only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL.

G-30) FREIGHT PAYMENT:

30.1. Mode of payment of freight will be "To be billed" [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers and production of documentary evidence in support thereof.

30.2. For Outgoing consignments dispatched from JHANSI under 'To be Billed' category, payment will be made at JHANSI only after submission of acknowledgement from site/customer in the prescribed manner, through CDC.

30.3. All freight payment will be made by Cheque / Electronic Fund Transfer after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.

30.4. Payment of freight bills shall be made within (sixty) 60 days of presentation of the bill in prescribed format duly supported with the acknowledgement on the LR/GR, in duplicate, in the prescribed manner. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number (s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.



- 30.5. Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer, or settlement of insurance claim by underwriters in case of equipment damage.
- 30.6. In terms of Goods & Service Tax applicable under prevailing Act thereto (in case bidder has opted Reverse charge method), the transporters in their freight bills will ensure an endorsement of certificate stating that they have not availed Input Tax Credit on GST paid on inputs or capital goods.

G-31) FREIGHT ESCALATION (PVC)

- 31.1. The rates agreed between BHEL and the transporters will remain firm during the entire period of contract without any "Freight Escalation".

G-32) TAXES & DUTIES (GST Clause) -

- a) Bidder has to confirm whether he is opting for reverse charge or forward charge as prescribed for GTA in CGST/SGST/IGST Act.2017.
- b) The option exercised in the bid shall be applicable for in the entire period of contract. No interim changes are allowed.
- c) At present, the forward charge rate is 12% which will be charged by bidder in the bill and for which 'BHEL' is entitled to take input credit as per CGST/SGST/IGST invoice rules.
- d) In case of credit is not available as denied by GST portal due to improper documentation OR wrong uploading of data by bidder, the same will be recovered from the bidder along with interest, if any.
- e) In case bidder is opting for reverse charge, BHEL is liable to pay 5% GST (for which ITC is available to BHEL) on such supply/ service. Proper bill & documents are to be submitted by bidder along with proper uploading on GST portal as per clause.

G-33) RISK & COST / PENALTY -

In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall have a right to get incomplete work completed at Transporters' risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

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G-34) ARBITRATION:

In the event of a dispute, controversies or claims between the PARTIES (i.e. BHEL Jhansi and Contractor) in connection with this tender (including any dispute as to its validity, meaning, effect or termination), the dispute shall in the first instance be resolved amicably by the PARTIES. In the event that the dispute cannot be resolved amicably by the PARTIES then such dispute shall be finally settled by arbitration under by arbitration under the Arbitration and Conciliation Act, 1996 of India or amendments thereof by the Sole Arbitrator. The unit head of BHEL Jhansi shall appoint Sole arbitrator. The arbitrators shall be fluent and well conversant with the English language. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The arbitrators shall give a reasoned award. The decision of the arbitrators shall be final and binding upon the Parties. The venue of arbitration shall be Jhansi

G-35) JURISDICTION:

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

Note: The applicability and extent of the provisions under 'Tender & Contract Terms and Conditions' shall be 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.



SPECIAL TERMS & CONDITIONS

S-1. ODC CHARGES

The shipping dimension of transformers are as under:-

Dimension: 4200 mm (L) x 2150 mm (W) x 3900 mm (H)

No extra charges shall be paid like ODC, Penalty, RTO fine, Railway blockade charge etc.

S-2. LOADING & UNLOADING CHARGES

- 2.1. BHEL shall be responsible for loading of all outgoing consignments in its factory premises.
- 2.2. In case any unloading requirement gets changed, in that case, Unloading shall be arranged by the transporter & Unloading charge @ Rs 1000/- per MT shall be paid.
- 2.3. Billing will be allowed on the basis of certificate of consignee/customer/BHEL Site representative/Commercial.

S-3. CHARGES FOR DRAGGING TO PLINTH & PLACING ON PLINTH

When required the charges for dragging and placement on plinth shall be given as below

d) Dragging Charges

| | |
|------------------|--|
| Up to 10 Mtr | - Nil |
| More than 10 Mtr | - Rs 2400/ mtr for distance exceeding 10 mtr |

Dragging distance shall be calculated from unloading point to plinth / rail line whichever is shorter.

e) Placement on / Removal from plinth - Rs. 30000 per transformer

Dragging charges and charges for placement on / removal from plinth shall be paid on certification from site in-charge / commercial/ ROD.

S-4. CIVIL WORK CHARGES: -

In case some civil works like strengthening, widening, straightening or construction of bypasses / approach roads is required for safe transportation of ODCs, additional expenditure on negotiated basis may be allowed for civil work. However, Prior intimation of estimated expenditure will be provided by transporter and confirmation of BHEL obtained before executing the civil work. Approval of GM shall be required for additional expenditure towards civil work.

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S-5. DETENTION CHARGES

- 5.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter at point of loading. However, if at unloading point / en-route, the vehicle is detained for more than two days excluding day of entry & exit, detention charge shall be paid @ Rs 2000/day. Detention charges shall be subject to verification from the consignee or its representative or BHEL representative & shall be limited to maximum of 10% of basic freight. Example - If the consignment reaches the destination on 1st and is released on 8th then the detention of 4 days can be paid.
- 5.2. Go-down/Storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorized en-route intermediate storage for which all relevant and required details to be documentarily substantiated on freight billing duly certified by the Consignee/Product Commercial group or their authorized representative (s), at the rate of 5 paise per Kg per day after two months.
- 5.3. Documents such as record of checking 'in' and 'out' at site / BHEL with seal and sign of security, confirmation from site in-charge, confirmation from Commercial executive for verification of detention shall be required.
- 5.4. 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.



PRICE BID

| Sr. No. | Transformer to be transported to: | WO | Freight (inclusive of all incidental charges) per transformer in Rs. | No. of transformers to be transported | Grand Total amount in Rs. (All Inclusive) |
|-------------------------|---|--------|--|---------------------------------------|---|
| | | | (A) | (B) | C= (A X B) |
| 1. | TRANSPORTATION OF 21 KV, 8500 KVA DRY TYPE TRANSFORMER TO BIFPCL MAITREE STPP 2X660 MW RAMPAL PROJECT | 71731X | | 3 | |
| GRAND TOTAL (In words): | | | | | |

Note:

- i) GST extra as applicable.
- ii) L1 bidder shall be decided based on Grand Total quoted price. (Up to two decimal places).
- iii) In case of non-conformities/errors/discrepancies observed between the quoted prices in figures and that in words, guidelines as per Annexure- "G-M" shall be followed.

Date:

(Signature & Seal of the Bidder)

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LIST OF ANNEXURE ENCLOSED WITH TENDER DOCUMENT

| Sr. | Annexure No. | Description/Title |
|------------|---------------------|---|
| 1 | G-A | Check List for Offer Evaluation |
| 2 | G-B | Company Profile |
| 3 | G-C | Statement of Evaluation |
| 4 | G-D | Bankers Certificate |
| 5 | G-E | Self-Certificate Affidavit cum Agreement |
| 6 | G-F | RTO Authentication of registration |
| 7 | G-I | Notice of Damage / Shortage / Discrepancy |
| 8 | G-J | Lorry Receipt Performa |
| 9 | G-K | Freight Bill Performa |
| 10 | G-L | Authorization letter for e-payment |
| 11 | G-M | Guidelines For Dealing With "Discrepancy In Words & Figures |
| 12 | G-N | General Terms and Conditions of Reverse Auction |

| <u>CHECK LIST FOR OFFER EVALUATION</u> | | <u>Annexure -'G-A'</u> |
|--|--|-----------------------------|
| (Forming part of Techno-commercial [Part-I] bid) | | |
| (All statements to be substantiated with documentarily evidencing the same in the name of Bidder / firm only. Enclosures to be submitted orderly placed, serially numbered & properly Secured / bound , leaving no loose sheets) | | |
| Sr. No | Particulars for evaluation of techno-commercial bid | Comments/ Remarks by Bidder |
| 1 | Is bid submission strictly in order as per tender clauses of General terms & conditions? Have all the statutory documents required as per Clause G-3 of Tender document submitted? | |
| 2 | Tender Cost: Nil | |
| 3 | EMD of Rs. 11,600/- (Rupees Eleven thousand Six hundred only) | |
| 4 | Tender Document including price bids duly signed and stamped by bidder as a token of acceptance | |
| 5 | Company Profile (Annexure G-B) | |
| 6 | Statement of evaluation (Annexure G-C) | |
| 7 | Banker's certificate (Annexure G-D) | |
| 8 | Duly Audited Annual Financial statement of last 3 years | |
| 9 | Income Tax Return for the last 03 Financial years. | |
| 10 | IBA approval /valid IBA certificate (enclosed certified copy) | |
| 11 | Self-certification affidavit cum agreement (Annexure G-E) | |
| 12 | Notarized copy of registration for trailers / RTO authentication as per Annexure G-F | |
| 13 | Declaration on Rs. 100/- non-judiciary stamp paper as per clause 3.2 & 3.4 | |
| 14 | Documents/Affidavit as per clause 3.3 | |
| 15 | Price Bid - Schedule of Rates (Part-II) in separate envelope | |
| 16 | Specific deviations if any, to our Terms & Conditions (enclosed separate sheet) | |
| Place: | Signature of the authorized signatory affixing official Seal of the bidder | |
| | Name | |
| Date : | Designation | |

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Annexure – 'G-B'

Company Profile of the Bidder

1. Name of the firm/concern:
2. Nature of the firm/concern:
3. Year of inception:
4. IBA Code No.:
5. Income Tax PAN Number:
6. Registered Office:
7. Corporate Office:
8. Zonal Office:
9. Office for Immediate Reporting:
10. Website:
11. Phone Number:
12. Fax Number:
13. E-mail id:
14. Company incorporation details:
15. Board of Director:
16. Business Activities:
17. Bankers:
18. Paid-up Capital:
19. Annual turnover:
20. Membership of Professional Associations, if any
21. Associates, if any.

(Signature of the Authorized signatory affixing official seal of the Bidder)

Name:

Designation:

ANNEXURE -'G-C'**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI****STATEMENT FOR EVALUATION**

1. Name of the firm: _____
2. Year of Inception _____
3. Nature of firm/concern: _____
(Proprietorship/partnership/Private Ltd/Public Ltd)

Note: Documents substantiating the nature of firm/concern to be submitted. In case of Partnership concern, duly notarized copy of the Partnership Deed, Resolution of the Partnership etc. or Power of Attorney in the name of the person signing the tender)

4. Name of Partners/Proprietors/Directors.
 - a. Shri/Smt. _____ S/o-W/o _____
 - b. Shri/Smt. _____ S/o-W/o _____
 - c. Shri/Smt. _____ S/o-W/o _____
5. Details of last three years turn-over (Rs. in Lakhs) (substantiated with audited annual report or balance sheet submitted to Income Tax as applicable)

| 2016-17 | 2017-18 | 2018-19 |
|---------|---------|---------|
| | | |

6. Address & Telephone No. of local office at Jhansi and contact person.
7. Name of the person(s) authorized for signing the contract/dealing with BHEL

Place:
Date:

(Signature of the authorized signatory affixing official seal of the bidder)

Name :
Designation :

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Annexure-'G-D'

**PROFORMA FOR BANKER'S CERTIFICATEON BANK LETTER HEAD
TO WHOMSOEVER IT MAY CONCERN**

M/s -----

(Name of the transporter with address)

(A limited company/private company/ partnership/ proprietorship) is maintaining a Current A/c with us.

During the previous year's firm's transactions with the bank had been as under:

(in Rs. Lakhs)

| Particulars | 2016-17 | 2017-18 | 2018-19 |
|----------------------|---------|---------|---------|
| Bank transactions | | | |
| Cash Credit/OD limit | | | |
| Any other aspect | | | |

The Bank Transactions of the firm has been found satisfactory and their financial position is sound.

Place:

Date:

Authorized signatory of the Bank with Seal.

ANNEXURE 'G-E'

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

Bharat Heavy Electricals Limited, Jhansi
Acting through the:
Addl General Manager (CDC)
Central Dispatch Cell
BHEL, Jhansi-284120 U.P.

1. I/We.....have read the various conditions to tender No. CDC/T/19-20/012 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. I/We also agree to keep this tender open for acceptance for a period of 04 months from the date of opening the same.
3. A sum of Rs. 11,600/- (Rupees Eleven thousand Six hundred only) is herewith forwarded as EMD as per clause G-10 in favour of Bharat Heavy Electricals Limited, Jhansi & we also agree to provide Security Deposit as per clause G-11 from any Scheduled Bank of Public Financial Institution for the amount as per BHEL tender in case we are approved as successful bidder.
4. The full value of EMD/SD shall stand forfeited for non-compliance of any tender terms & conditions by me/us without prejudice to any other rights or remedies in line with the conditions stipulated in the tender document and relevant to the context.
5. I/We as the benefice bidder agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the contract are taken into account and that the rate is adequate and all-inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the contract awarded on us.
8. Verified and signed today, theday of 2020 at..... in the presence of the Witnesses who have appended their signature with address hereunder:

(Signature of the bidder affixing official stamp)

Complete address of the bidder:

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

Place:
Date:

Name & Address of witnesses:

1. Signature :
Name :
Address :
2. Signature :
Name :
Address :

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Annexure – 'G-F'

Sub: RTO Authentication of registration particulars of Vehicle No. _____

Ref: Qualifying criteria for Tender No. CDC/T/19-20/012 of BHEL Jhansi

The registration and other relevant particulars of above said vehicle in line with Form No. 23 of CMV Rule 48 are furnished below as desired by M/s against their application dated under receipt of requisite fees of Rs..... (Rupees only) vide our office Receipt No.....dated.....

1. Name of the owner with address: _____

2. Class of vehicle: _____

3. Maker's name/model: _____

4. Category of vehicle: _____

Articulated Trailer/ Prime Mover _____ (as applicable)

5. Year of Manufacture: _____

6. Chassis No.: _____

7. Engine No.: _____

8. Horsepower: _____

9. Un-laden weight: _____

10. Maximum laden weight: _____

11. Coverage of permit: _____

12. Particulars of Axles & tyres:

| | No. off axles | No. of tyres | Tyre size | Ply rating | Carrying load | Axle type |
|------------------|---------------|--------------|-----------|------------|---------------|-----------|
| Front axle | | | | | | |
| Rear Axle | | | | | | |
| Any other (i) | | | | | | |
| ---do --- (ii) | | | | | | |
| --- do --- (iii) | | | | | | |

13. Date of registration: _____

14. Vehicle tax paid upto: _____

15. Fitness valid upto: _____

16. Permit valid upto: _____

Signature of RTO affixing office seal

Annexure 'G-I'

Notice of Damage/Shortage/Discrepancy to consignment on delivery

(to be furnished invariably by the transporter immediately on receipt of intimation by them in duplicate under acknowledgement and the acknowledged copy to be submitted on 'freight billing')

The consignment as under is reported to have delivered in shortage/ damaged/ discrepancy condition as per acknowledgement obtained from Consignee overleaf the L/R.

Consignment Note (L/R) No.

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

 :

| |
|--|
| |
|--|

Freight Bill No.

| |
|--|
| |
|--|

 Date:

| |
|--|
| |
|--|

Dispatch Advice Note No.

| |
|--|
| |
|--|

 Date:

| |
|--|
| |
|--|

Work Order No.

| |
|--|
| |
|--|

 Freight charges: (Rs)

| |
|--|
| |
|--|

Consignee

| |
|--|
| |
|--|

 Destination:

| |
|--|
| |
|--|

Particulars of damage/shortage/discrepancy reproduced as reported:

| |
|--|
| |
|--|

1. We accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. We undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. We have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part proportionate to the loss/damage as applicable from our running bills.
4. We shall not indulge in any defense of whatsoever nature on this matter.
5. This is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit.

Encl: Copy of FIR lodged, Comments/Remarks of Consignee, Received L/R copy, Insurance Survey/Damage Report. [Please mark]

Date:

(Authorized signatory of the transporter affixing the Company Seal)

(For endorsement by concerned Commercial Group)

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Annexure 'G-J'

Name and Address of the Transporter

Prescribed L/R

Consignment insured by Consignor, transportation at Transporter's risk

Consignment Note No. Date: Dispatch Control No.

Consignor's Name & Address: _____

From:

Consignee's Name & Address: _____

To:

ON ACCOUNT OF BHEL, Jhansi

Despatch Advice Note No. Excise Invoice No. Dimension/size: (mm) (L)x (W)x (H) **Weight:** Kg
Actual/Vol. EquatedWork Order No.

No. of: Packages Crates Loose

| | | | | |
|-------------|----------------------|---------------|-------------------|-------------------|
| Freight | Destination | Distance (kM) | Rate | Contract Ref. No. |
| TP / TBB | | | | |
| Vehicle No. | Category of dispatch | | Basis of Delivery | |
| | | | Door/Godown | |

| No | Description of consignment | Weight (Actual) | Partic'ars | Amount(Rs) |
|-----------------------------------|----------------------------|--------------------|---|------------|
| | | (Charged) | Freight amount ODC – Unloading charges Any other charges | |
| Declared value of consignment Rs. | | | Total | |

1. The transporter undertakes and agrees to and shall deliver the consignment in the same order and condition as received and loaded from the Consignor safely and timely to the Consignee.
2. Transporter shall at all times observe its obligation strictly as per rate contract conditions and shall be responsible for safe and due delivery and for any loss or damage that arises due to negligence, default, failure to take reasonable precautions, malafides or criminal or fraudulent actions.

Signature of the authorized booking
Official of the Transporter with seal

Certified that:

1. The dispatch has been made vide Control No. as above on
2. That the particulars of the consignment mentioned herein are true, correct and correspond to the entries and descriptions in our records and related documents in our possession or control.
3. The entries furnished by the authorized booking official of the transporter are duly verified & checked for its correctness and compliance with the rate contract provisions and accordingly are certified and authorized for claiming freight payments.

Date

Signature of the authorized dispatch official of Consignor with seal

ANNEXURE 'G-J'

Acknowledgement/Receipt of Consignment

Received case(s) crates(s) loose bundle(s) on (date) through (type) Regn. No(s)..... sent vide Consignment Note/LR No..... dated in [*] proper/damaged condition .

Remarks, if any:

Date

Authorized signatory of the Consignee with name & seal

[*] Please tick mark applicable scoring the others.

To be got pre-printed on reverse side of the
'Freight Bill Copy' of the L/R on good
quality paper of not less than 60 GSM
sufficing to obtain quality Xerox copy as
& when required by various agencies.

Non-payment Certificate

It is certified that:

1. Consignment as per details overleaf is received.
2. Freight charges against the Consignment Note/LR No. dtd. booked on 'TO PAY' basis is **not** released to the transporter by us for reason(s)
.....
.....
3. Freight bill may be passed by the Consignor for payment to transporter and claimed from the Consignee through Invoice L/R.
4. No claim is pending with us for freight charges against the subject L/R.
5. Remarks, if any:

Date

Authorized signatory of the Consignee with name & seal.

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ANNEXURE 'G-K'**Name & address of the transporter**To,
BHEL, JHANSI.**FREIGHT BILL**Bill No. /
.....Dispatch Advice Note No. **Control No.**
 Consignee/Customer: Destination Booked To: Size of consignment: (L) x (W) x (H) in mmW.O. No: Sales Group: Loaded at W/H: L/R No. L/R Date: Exit Vehicle No. Exit Date Vehicle type: TM TH Delivery Vehicle No. Delivery Date Condition of consignment on delivery **Reason, if any, for late delivery (to be stated and documentarily substantiated)****Freight calculation:**

| Ref. to Rate Contract applicable. | Distance (kM) | Rate/kM (Rs) | Weight in kg | | Freight (Rs) | | |
|-------------------------------------|------------------|-----------------|---------------------|---------|--------------|--|--|
| | | | Actual | Charged | | | |
| Specific submission, if any: | | | Unloading charges | | | | |
| | | | ODC charges, if any | | | | |
| | | | Any other..... | | | | |
| | | | Penalty for delay | | | | |
| | | | Total | | | | |

(in words)

Enclosures (in duplicate)

1. Original LR freight bill copy with proper acknowledgement and a (legible) copy of the same with weight, ODC documents.
2. Non-payment certificate from Consignee in case of TO-PAY.
3. Original authoritative receipt in case of Octroi, Loading/Unloading, charges etc. duly authorized by the concerned.
4. Damage/Shortage certificate, if applicable
5. Documentary evidence, if any, against the penalties.

Date:

Authorized Signatory with Seal

Passed for payment of Rs. (Rupees)
only) by Cheque to M/s

(Name of the Transporter, pre-printed)

Against **Budget Code:** 7810**Certified that:**

1. No Contingent Bill for this consignment has been passed for payment previously.
2. The services have been carried out satisfactorily and the bill has been entered in the Bill Register.
3. Freight charges are processed and passed for payment in accordance with the rate contract conditions.

Prepared

Checked

Approved

Annexure-G-M

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

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

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

ANNEXURE 'G-N'

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

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

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

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