



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, INDIA

CENTRAL DESPATCH DIVISION

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Ref: BHEL/HWR/CDX/ENQ/1718-015

Date: 12/02/2018

Dear Sir,

Subject: **Dispatch of Consignments by Road transportation from Port of Discharge (Haldia Port) to North Karanpura project site on Point-to-Point Basis.**

1. Sealed tenders under two part bid system are invited from reputed, IBA approved, financially sound transport contractors who are experienced in transportation of consignments through road for the award of contracts for transportation of consignments. The consignments detailed at Annexure-B are to be dispatched to North Karanpura project site.
2. Please submit your quotation for transportation of consignments as per Annexure-B by suitable vehicle along with duly signed terms & conditions (Annexure – A, B, C, D, E, F enclosed). EMD shall be paid through DDs in favor of HEEP, BHEL, Haridwar and payable at Haridwar along with the Techno-Commercial bid.
3. Bidder shall ensure that all the submitted documents are numbered serially. Bidders must ensure that only relevant documents are attached with the offer.

Thanking you,

Yours faithfully,
AGM (CDX)
For & on behalf of BHEL Haridwar

Encl: 1) Annexure – A, B, C, D, E & F

ANNEXURE-A**PQR**

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:-

1. OWNERSHIP OF THE COMPANY:-

The bidder should be an Indian entity in India and should be in existence for last three years.

- i. Public Limited Company / Private Limited Company
(Attach Memorandum of Association, Articles of Association and Certificate of Incorporation)
- ii. Partnership Firm (Partnership Deed / Registered Deed)
- iii. Proprietorship (Profession Tax Regn./ Municipal Regn/ PAN)
- iv. Others (please specify) (Attach a copy of the relevant Statutory document)
- v. Any other Statutory document need to carry out business (please specify, if any)

2. REGISTRATION PARTICULARS (copy of relevant documents to be attached):-

- i. Permanent Account No (PAN)
- ii. GST Regn. Number, if any
- iii. Registered under MSME Act (Micro/Small/Medium) – ***If applicable***

3. FINANCIAL REQUIREMENTS:-

- i. Annual Turnover (in Rs. Lakhs) – for FY- 2016-17, 2015-16 and 2014-15
- ii. Turnover on account of revenue generated through freight & other transport related activity only.
(Minimum Required Rs.500 Lakhs) – for FY-2016-17, 2015-16 and 2014-15
- iii. Profit / Loss (in Rs. Lacs) – for FY-2016-17, 2015-16 and 2014-15
(Profit in at least one year during for FY- 2016-17, 2015-16, 2014-15)
- iv. Income Tax Returns (ITRs)(Copy of acknowledgement for filling ITRs to be enclosed) – for FY- 2016-17, 2015-16 , 2014-15
- v. Positive net Worth as on last date of financial year 2016-17
- vi. Audited copies of Balance Sheets and Profit & Loss accounts or Annual reports for FY- 2016-17, 2015-16 , 2014-15
- vii. IBA Recommendation (Copy of IBA Recommendation) (valid as on the date of tender issued)
- viii. Banker's Solvency Certificate (for a minimum of Rs. 100 Lacs)

4. Bidder should have at least one office (each state) in West Bengal and Jharkhand

List of branches or complete detail - Address, Phone number, Cell No., E-mail address and name of person in charge is to be provided for each Branch Office.

OTHER TERMS & CONDITIONS

Quotations are invited for the road transportation of consignments from Haldia port to North Karanpura project site. **A bidder can quote for road transportation based on his assessment for safe transportation of the consignments using configuration of equipment/trailer of their preference.**

1. The bids shall be submitted in two parts: (a) Techno-Commercial bid (part-I) and (b) Price bid (part-II).
2. The Techno-Commercial bid envelope shall be sealed and superscribed with "**TECHNO COMMERCIAL BID FOR ROAD TRANSPORTATION OF CONSIGNMENTS: Tender Ref. BHEL/HWR/CDX/ENQ/1718-015** and shall contain following mandatory requirements:-
 - a) Duly signed & stamped copy of **tender document** (all pages).
 - b) DD / PAY ORDER towards **EMD** of Rs 8,36,298/-.
 - c) **Unpriced** price bid (**Annexure-D**).
 - d) Duly completed **Annexure-C**.
 - e) Proof for evidencing the authority of person signing the quotation. (Relevant extracts of AOA and/or MOA and /or copies of Board Resolution, Notarized copy of Power of Attorney/Partnership Deed etc. as applicable).

Technical bid without any of the above documents is liable to be rejected.

Transportation or any other charges shall NOT be mentioned anywhere in the Techno-Commercial Bid.

3. The second envelope shall contain duly filled price bid as per Annexure-D. The rate quoted shall be firm during contract period. **Rates are to be quoted for road transportation.**

Price bid shall contain transportation cost as per attached prescribed format (**Annexure-D**) only.

Price bid envelope shall be superscribed with "**PRICE BID FOR ROAD TRANSPORTATION OF CONSIGNMENTS: Tender Ref. BHEL/HWR/CDX/ENQ/1718-015.**

Any mention like "actual" or "approximate" on any account or any other information in the price bid shall not be considered and the quotation is liable to be rejected. In case any information other than cost of transportation is furnished in the price bid, information/deviation/condition etc. shall be ignored.

- a. If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.
- b. Bidders shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- c. All entries in the tender shall either be typed or be in ink. Erasers, cutting and overwriting are not permitted and may render such tender liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.
- d. In case of discrepancy in quoted rates, the following will be applicable.
 - i. If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected accordingly, and,
 - ii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

4. Both the above two sealed envelopes i.e. Part-1 technical bid and part-2 Price bids (individual projects) shall be kept into another sealed cover. The cover shall be super scribed with **"QUOTATION FOR ROAD TRANSPORTATION OF CONSIGNMENT: Tender Ref. BHEL/HWR/CDX/ENQ/1718-015 Dated 12/02/2018 and Tender due date 06/03/2018.**
This cover consisting of two sealed envelopes i.e., (1) Techno-Commercial bid and (2) Price Bids shall be addressed and sent to **"Head of Material Management, Material Management Department, 4th Floor, Main Administrative Building, HEEP, Bharat Heavy Electricals Limited, Ranipur, Haridwar-249403"** to reach on or before **06/03/2018 by 13:45 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any postal delay.**
5. The Techno-Commercial bids shall be opened at 14:00 Hrs. on the same day in the presence of those bidders who choose to be present. The price bids of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.
6. An amount of Rs. **8,36,298.00 (Rupees Eight Lakh Thirty Six Thousand Two Hundred and Ninety Eight only)** shall be paid by bidders towards EMD by DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favor of "HEEP, BHEL Haridwar", payable at 'Haridwar' and the same shall be enclosed to the "Techno-Commercial bid".
The quotations received without EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected. The EMD in respect of unsuccessful bidder shall be refunded normally within 15 days from the acceptance of award of work by the successful bidder. In respect of successful bidder, the EMD can be adjusted towards Security Deposit. No interest on EMD amount shall be paid by BHEL.
7. **Security Deposit Clause**
- The successful tenderer shall deposit required amount as security deposit within 15 days from award of contract / letter of intent or before start of the work for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
 - The total amount of Security Deposit will be 5% of the contract value.
 - Security Deposit may be furnished in any one of the following forms:
 - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be as per format given by BHEL.
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - EMD of the successful bidder can be converted and adjusted against the security deposit.(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
 - Security Deposit shall be valid for the entire period of contract + further claim period of 6 months (From the date of expiry of contract for successful execution of contract). SD shall be refunded only after the expiry of claim period subject to successful execution of contract.
 - The security deposit shall not carry any interest.
 - Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

Security Deposit (SD) furnished by the bidder shall be forfeited / adjusted, if:

- The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.

- viii. In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
- ix. For any deviation from and/or breach of the Tender conditions during execution of the contract.
- x. BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off these security deposit, against any claims of any other contract with BHEL.

8. Earnest Money Deposit (EMD)

- a. An amount of Rs. **8,36,298.00 (Rupees Eight Lakh Thirty Six Thousand Two Hundred and Ninety Eight only)** shall be paid by bidders in following forms:-
 - Electronic Fund Transfer credited in BHEL account (before tender opening)
 - Banker's cheque/ Pay order/ Demand draft, in favour of BHEL HEPP Haridwar (along with techno-commercial bid)
- b. The quotations received without EMD are likely to be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.
- c. EMD shall be exempted for MSEs (Micro & Small Enterprise), subject to production of supporting documents.
- d. The EMD in respect of unsuccessful bidders shall be refunded normally within 15 days of award of work.
- e. No interest on EMD amount shall be paid by BHEL.
- f. EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production of supporting documents.
- g. Forfeiture of EMD: EMD by the Tenderer may be forfeited as per NIT conditions, if:
 - After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The Contractor fails to enter into agreement within stipulated time or within extended time if allowed by BHEL.
 - The Contractor fails to deposit the required Security deposit or fails to commence the work within the period as per LOI/ Contract.
 - In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
 - If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

9. BHEL RESERVES THE RIGHT TO: -

- i. Accept or reject 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.
- ii. 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.
- iii. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- iv. 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.

10. Non-compliance of BHEL's terms and conditions/conditional offer on the part of bidder will result in his offer liable to be rejected. Offers of such bidders, who have underperformed in the earlier tenders of BHEL Hardwar, are also liable to be rejected.

11. **REJECTION OF OFFERS:** All information furnished by the bidder is taken to be authentic for evaluation of tender. Any information found to be incorrect subsequently at any time, the offer shall be rejected and EMD/SD shall be forfeited and suitable disciplinary action shall be taken against the bidder.
12. **VALIDITY:-**
- Validity of Bid:** 120 days from the date of opening of the Technical Bid.
 - Validity of Contract for execution:** Once contract is awarded, it shall be valid for a period of 15 Months for execution of the contract thereafter or delivery of all consignments to the destination, whichever is earlier.
 - Extension of contract :** The contract can be considered for further extension of TWELVE (12) months/part thereof on the same rates & terms and conditions with mutual consent. For extension period, in case, there are less transporters than in ORIGINAL contract, then business load may be apportioned among them in the same ratio. It is further clarified that in case there is only one transporter then 100% business load will be given to him
13. **BID EVALUATION CRITERIA:** Offers are evaluated on lowest cost to BHEL basis, irrespective of the mode of transportation/equipment employed. Evaluation criteria of transportation under **Point to Point (PTP)** will be as below:-
L1 bidder (being lowest) will be decided on the basis of rate quoted per trailer for **Road Transportation of packages as per Annexure-B.**
14. If quoted rate is high, negotiations may be conducted with L-1 bidder. The **work shall be awarded to L-1** (being lowest) at quoted/negotiated rates only.
15. The quoted/negotiated rates of L1 Bidder would then be counter offered to all successful bidders other than L1 bidder simultaneously. Based on acceptance or rejection by bidders, the techno-commercially qualified bidders or five number of bidders, whichever is less, will be selected for subject transportation (in original sequence from L1 to Ln only).
16. The transporters, to whom counter offer is given, can accept or reject the counter offer of entire transportation. Acceptance/Non acceptance of counter offer shall be sought through e-mail.
17. **Business Distribution**
Business distribution shall be based on the weighted % on reverse order of total number of transporters accepting the price, rounded off to the nearest integer. Methodology is as under:

Bidder Position/Ranking	% Business	
L1	5 / (1+2+3+4+5)	33%
L2	4 / (1+2+3+4+5)	27%
L3	3 / (1+2+3+4+5)	20%
L4	2 / (1+2+3+4+5)	13%
L5	1 / (1+2+3+4+5)	7%

In the event of rate contract being finalized on less than published number of transporters, the business volume would be redistributed among the eligible transporters.

Sample Calculation:

Assuming number of bidders to be 3.	
Bidder Position/Ranking	% Business
L1	3 / (1+2+3) = 50%
L2	2 / (1+2+3) = 33%
L3	1 / (1+2+3) = 17%
Total	100%

If no bidder (other than L1 bidder) accepts the counter offer, the L1 bidder has to accept and execute the contract.

Above percentage of business distribution are meant for calculation purpose, are indicative only and may vary on account of operational constraints. It will not form a basis for refusal by a transporter during contractual period.

18. The successful bidder shall enter into an agreement prior to taking up the job/s on Non- Judicial Stamp Paper worth Rs.100/- at his cost. **The agreement shall be entered within 15 days of award of contract.**
19. Failure to enter into agreement within 15 days or failure to deploy the suitable vehicle within required time may lead to forfeiture of EMD / SD and termination of contract, subject to decision of competent authority at BHEL. In such an event BHEL reserves the right to engage suitable vehicle from alternative bidder, at the risk and cost of the transporter and extra expenditure, if any, incurred by BHEL shall be recovered from the defaulter bidder.
20. **PERMITS:** The required permits from Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity / Railways / MoRTH / Govt. Authorities or any other agencies for movement of the vehicles en-route shall be obtained by the bidder at his cost. It shall be the responsibility of the bidder to obtain all fitness certificates for the vehicles at his cost valid for the entire transaction. No extra claim shall be allowed on the accepted rate on any account. Any delay in delivery of the consignment due to non-availability of permission from above agencies shall be on the account of the bidder.
21. **LATE PLACEMENT/ DEMURRAGES / PENALTY AND RECOVERIES:**
Vehicles (suitably fit for loading/transportation of consignment in all respects) as and when demanded will have to be placed by the transporter at Port of Discharge i.e. Haldia port. All suitable vehicles (with valid fitness certificates) are required to be placed within 7 days from the date of requisition to the transporter.
In case of late placement of vehicles, late placement charges (Beyond free period of 7 days) will be deducted @ Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per vehicle per day, subject to maximum 30% of the gross basic freight.
Late placement charges shall be recovered from transporter's freight bills and/or EMD/SD submitted at any unit of BHEL.
22. In the event of refusal or failure of transporter to lift the consignments offered to them, after "Placement Time" from date of requisition or any other violation or breach of any of the terms and conditions of the contract, in addition to the late placement charges, BHEL reserves the right to use alternative source for lifting of consignments on risk cost and extra expenditure / losses / demurrages/ penalties incurred if any will be recovered by defaulter transporter from SD or/and pending bills from any unit of BHEL.
23. **LOADING & UNLOADING:** Loading and Unloading at BHEL/Site shall be arranged by BHEL/Customer. Unloading/Loading during the transportation will be done by transporter on his cost and arrangement. BHEL shall not pay any charges towards Unloading/Loading during transportation. For loading of consignments, sufficient number of trailers shall be deployed in accordance with load bearing capacity of trailers as per MoRTH/Govt. guidelines issued from time to time.
24. **DETENTION CHARGES:**
 - i. **LOADING POINT:**
Detention charges at loading point shall be payable as under:
 - a. For first three (3) days (including date of reporting) from date of reporting (from requisition date if placement date is earlier): Nil.

- b. Beyond three (3) days: Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per vehicle per day for each additional day up to loading of consignment.
 - c. The period of detention shall be certified by the concerned person of consignor/CHA/ Customer/Site/ Commercial/concerned RODs.
- ii. **UNLOADING POINT**
Detention charges at unloading point shall be payable/ regulated as under-
- a. For first three (3) days (including date of reporting) from the date of reporting/date of entry at site: NIL. Reporting should be certified by the BHEL official at the site or customer.
 - b. Beyond three (3) days: Rs. 2,500/- (Rupees Two Thousand Five Hundred only) per vehicle per day for each additional day.
 - c. No detention charges shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.
 - d. The period of detention shall be certified by the consignor/Customer/Site/Product Commercial/concerned RODs.
- iii. Total detention Charges for both loading and unloading points taking together under clause 24(i) and 24(ii) above **shall not exceed 30% of the basic freight.**
25. If required, the transporter should arrange necessary Material Handling Equipment for safe loading / unloading / handling of equipment at Origin / Discharge /Storage Facility / enroute etc.
 26. Transporter is responsible for transportation of the consignments from origin to destination, properly placing holding / tying / fastening / lashing / securing the consignment on vehicle.
 27. Transporter shall be allowed to use only those T&P and hardware, which is reasonably in excellent working condition, tested for safe operation and adequate in capacity and size.
 28. Transporter shall arrange suitable wooden, steel and concrete sleepers, temporary supports rollers and guides etc. required for receiving, storing, handing and transporting the said cargo.
 29. Transporter shall prepare all the necessary documents in required number of copies to accompany with the vehicle while leaving for site to ensure smooth transportation without hindrance from any Government or local agency on the way.
 30. Transporter will work round the clock at the storage facility / en-route. Transporter shall ensure the timely availability of required quantity of manpower, tools and plants at all the places where such activities are to be carried out.
 31. The cost of liaisoning and co-ordination with all concerned authorities will be to transporter's account.
 32. Any non – specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.
 33. Transporter should obtain all required clearances / permit from all Governmental / Non– Governmental authorities i.e. NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department, waterways authorities etc., including Private Parties / Persons for transportation of ODC through inland road transport route identified by the transporter. Transporter should also ensure that all taxes / Duties for trailers are paid to the concerned State authorities.
 34. Transporter shall arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignments from weather / rain from receipt of cargo to delivery of the same at site.

35. The transporter shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The transporter shall also coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner/Insurer.
36. **OBSERVANCE OF LOCAL LAWS:**
- The transporter shall comply with all Laws, Statutory Rules, and Regulations etc including MoRTH guidelines (As applicable). The transporter shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
 - The transporter shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges that may be levied on account of any of the operations connected with the execution of this contract.
 - The transporter shall be responsible for the proper behavior and observance of all regulations by the staff employed.
37. The weight and dimension of consignment, which is to be loaded at loading point is enclosed at **Annexure-B**. No claim on account of variation in weight & dimension of consignment will be entertained. Weight & dimensions of consignment given in Packing List shall be treated as final.
38. Transporter shall own all risks and responsibility from the time of Dispatch of consignment from origin till safe delivery at destination.
39. All necessary statutory, legal and safety requirements shall be complied by the transporter and the transporter shall indemnify BHEL and Owner from any liability on any account caused due to non-compliance of statutory, legal and safety norms of the Government of India or any of the State Governments.
40. Transporter shall use every reasonable means to prevent any of the highways, bridges, waterways, etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his barges / trailers and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges, waterways etc. for any damage caused by the breach thereof, the transporter shall be solely responsible.
41. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities. In the event of such occurrence, transporter shall be responsible for all penalties levied and shall pay from their own account.
42. The rates quoted shall be firm and valid during the execution of the contract period i.e. from the time of lifting the consignment from origin, until the same is delivered at destination and no claim whatsoever will be entertained arising out of change in route and related thereto. The rates quoted shall be inclusive of all taxes (except GST), surcharge, wharfage, hamali enroute, statistical charges, any readjustment, lashing, etc. The rates shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings and also electrical shut down both on the road and at Railway Crossings, etc. Wherever required en-route and obtaining permissions for the same from the appropriate authorities. No extra claim what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.
GST charges (RCM or FCM) shall be quoted in the price-bid along with the rate and the same shall be reimbursed by BHEL.

43. The vehicles, equipment and tyres shall be in very good condition and as well road worthy and suitable for carrying the consignment. The trailers shall be equipped with adequate spares required for general usage during journey.
44. Bidder shall nominate one competent person to ensure proper coordination of logistics for the entire duration of each contract.

45. **TRANSIT TIME & PENALTY FOR LATE DELIVERY:**

Timely delivery is the essence of the contract. The transit time shall be reckoned based upon average run/day as under, inclusive of time taken to clear obstructions and RTO formalities en-route.

Total transit time allowed shall be 7 days.

Delay in delivery after above allowed time will attract penalty @ 2/7% per day per vehicle subject to a maximum of 30% calculated on the basic freight.

- For the purpose of computing the delivery time, actual date of exit from port of discharge shall be taken as dispatch date.
 - Transportation time period will be the period in between the delivery and dispatch date. The actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by concerned person of Consignee/CHA / BHEL Site / Customer/concerned RoD's.
 - Detention on account of obtaining RTA permissions from various state Govt.'s shall not be considered.
46. **INDEMNITY:** The bidder/transporter shall indemnify and keep indemnified BHEL all losses, claims, etc. arising out of any of his acts of his agents or associates or servants during the currency of each contract.
47. All payments including any penalty, damages or compensations payable by the Transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.

48. **FORCE MAJEURE:** The following shall amount to force majeure conditions:

Acts of God, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor has no control.

If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof.

The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to

an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.

49. **PREVENTION OF CORRUPTION:**

- i. Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- ii. BHEL shall be entitled to cancel the contract and to recover from the bidder the amount of any loss resulting from such cancellation if the bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the bidder in relation to this or any other contract with BHEL.

50. **SUB-LETTING:** Sub-letting of the work either in full or in part is strictly prohibited. However, hiring of vehicles is permitted. Whole responsibility of safe transportation will rest with the transporters to whom the contract will be awarded by BHEL.

51. **SAFETY & INSURANCE:** The successful bidder is solely responsible for safe transportation and delivery of the consignment at the destination. However BHEL/CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL/CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the bidder. The bidder shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the bidder or his employees, in accordance with appropriate statutory requirements. If due to bidder's carelessness, negligence, no observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the bidder. The recoveries are to be made from bidder's pending bills/EMD/SD etc. with any other unit of BHEL. In the event of any transporter being blacklisted by any BHEL Unit during the tenure of the contract, the concerned transporter will stand blacklisted by BHEL, Haridwar also.

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

53. **RESCUE OPERATION:** - Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by transporter in rescue operations (excluding expenditure incurred, if any, on the carrier/crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.

54. **PAYMENT:** The payment shall be made on the basis of actual number of trailers deployed by the transporter. Freight Bills should accompany invariably with original acknowledgement on GR otherwise same may not be verified. Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate duly supported by the acknowledgment of the consignee on the GR/LR copy having delivered the consignment in good condition. Freight bills shall be submitted in Performa attached at Annexure-E.

55. The **PAN Number & GST REGISTRATION Number (if available)** shall be pre-printed on the freight bill. The following endorsement should be made on the freight bill in case of GST opted in RCM basis, duly signed and affixing the seal:

“Certified that we have not availed any Input Tax credit of duty paid on inputs of capital goods”

56. No reimbursement will be allowed for any penalty/ challan/ charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.
57. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim as per Annexure-E. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
58. No request for extension of the time from the transporter will be entertained.
59. "If any bidder/ supplier during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage either fails to perform or is in default without any reasonable cause, causes loss of business/money/reputation, indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartels so as to influence the bidding process or influence the price, action may be taken against such bidder/supplier as per the "Guidelines for Suspension of Business Dealings with the Suppliers.

60. TRANS-SHIPMENT

Only in exceptional circumstances, when it is inevitable due to breakdown, accident etc. en route, the same can be allowed only with prior permission of BHEL executive not below the rank of DGM. In such cases, anywhere en route, transporter has to comply following before proceeding for further journey:-

- Transporter has to inform BHEL of such an event immediately in writing, mentioning the circumstances necessitating the transshipment.
 - Transporter will submit self-attested (signed and stamped) copy of RC of vehicle would be deployed, to BHEL.
 - Transporter shall ensure that the same or higher category of the vehicle is placed.
 - Transporter will take prior permission of BHEL as mentioned above.
 - Failing to above points, freight payment will be restricted to actual weight subject to safe delivery of consignment(s); and penalty of 5% of the gross freight amount will be levied.
61. **RISK PURCHASE**: BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.
- i. If at any time during the currency of the contract, the bidder fails to fulfill all or any of the services required under the scope of work, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit. Balance amount, if any, will be recovered from the transporters freight bills at any unit of BHEL.
 - ii. To recover any money due from the bidder under this contract or any other contract will be recovered from the Security Deposit or/& pending bills from any unit of BHEL.
 - iii. To claim compensation for losses sustained including BHEL's supervision charges & Overhead charges in case of termination of Contract.
62. **ARBITRATION**:
- i. If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the transporters/contractors, the same shall be referred

- to the sole arbitrator i.e. Head of the unit/Executive Director, HEEP, BHEL, Haridwar or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996 as amended from time to time. The award of the arbitrator shall be final and binding on both parties.
- ii. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
 - iii. The place of Arbitration will be BHEL Haridwar.
63. For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007, as amended from time to time shall be applicable
64. Any changes in Motor Vehicle Act/MoRTH guidelines announced by Govt. of India, from time to time will be applicable and the same shall be binding both on BHEL & transporters.
65. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to the contract, the courts at Haridwar only shall have jurisdiction.
66. **BANNED FIRMS:** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

ANNEXURE-B**TENDER NO. BHEL/HWR/CDX/ENQ/1718-015 DATED 12/02/2018**
LIST/DETAILS OF CONSIGNMENTS TO BE TRANSPORTED ON POINT-TO-POINT BASIS**Details of consignments are as under:**

Total Number : The total number of consignments shall be 675 tentatively.

Size : The size of the consignment shall be 11816 mm X 2370 mm X 3010 mm. However, for some consignments, the dimensions shall be 12016 mm X 2370 mm X 3010 mm.

Weight : The weight of one consignment shall be 25 MT and each consignment shall be required to be transported separately in a suitable trailer.

Tentative Schedule: Supplies are expected to start in FY 2017-18. First lot is expected to be available at Haldia Port in March, 18. In first lot, there will be 50 packages tentatively. Further requirement regarding placement of vehicles shall be communicated from time to time.

WE (THE TRANSPORTER) UNDERTAKE TO PROVIDE SUITABLE VEHICLE/TRAILER FOR SAFE TRANSPORTATION OF THE ABOVE CONSIGNMENTS IN TIME AND AS PER THE REQUIREMENTS OF THE TENDER IN ALL RESPECTS.

Signature & Stamp of bidder

ANNEXURE-C**Self-Certification Affidavit**

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

To,
Addl. General Manager (CDX), HEPP, BHEL HARIDWAR

1. We _____ (IBA Code _____) have read the Tender terms & conditions' of tender no. _____ attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same.
3. A sum of Rs. _____/- (Rs. _____ Lakhs only) is herewith forwarded as EMD in the form of DD in favour of Bharat Heavy Electricals Limited, HEPP, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-

- We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Hardwar.
- We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
- We confirm that none of our Group concerns or affiliates etc. appears 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.
- We confirm that other than us (*Name of bidder*), none of our 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).
- 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, without any liability for any compensation to us (*Name of bidder*) if,
 - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - Any document submitted by us 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.

9. Verified and signed today, the _____(Day) of _____(Month) _____(Year) at _____(Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:
Complete Address of the tenderer:
Contact details:

(Signature of the tenderer affixing official stamp)

Name & Designation

Name & Address of witnesses:-

- 1.
- 2.

(PRICE BID FORMAT – TOTAL TRANSPORTATION COST)

Tender No. BHEL/HWR/CDX/ENQ/1718-015

DATED 12/02/2018

1. Project Name:- Haldia Port to North Karanpura site

Sl	Description	Total transportation cost (Inclusive of all incidentals) in, Rs.
1	Safe transportation of one consignment (as per Annexure-B) from Haldia Port to North Karanpura site on Point-to-Point basis through mechanical trailers.	_____ (In Fig.)
		_____ (In Words)

Rate of GST (%)	Extra @ _____%
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NOTE:-

- I. Above rates are valid for period of 120 days from date of technical bid opening.
- II. Rates should be quoted in figures as well as words.
- III. Rates are to be quoted by taking into consideration the weight of transportation accessories, if required by transporter. No extra payment will be made in this regard.
- IV. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.).
- V. In case, any deviation/condition etc. is observed in Price bid submitted by bidder the same (i.e. deviation/condition etc.) shall be ignored by BHEL.

Important Note:- The price bid shall be sealed in separate individual envelope and must super scribe "Tender No. BHEL/HWR/CDX/ENQ/1718-015 – PRICE BID – Project Name".

Signature & Seal of Authorized signatory



ANNEXURE-E

Freight Bill Performa

TENDER NO. : BHEL/HWR/CDX/ENQ/1718-015

Dated 12/02/2018

Bill No. _____

Bill Date. _____

Name of Transporter. _____

Full Address. _____

Pan Number. _____

Service Tax Regn. Code. _____

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

Sl.	C-Note No./ Material Receipt Date	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment description	Freight charges	WO No. & Date	Vehicle No.	Remarks

Total amount in words _____

Signature & Seal of Transporter

Total amount in words verified for payment Rs. _____

ANNEXURE-F**BANK GUARANTEE BOND**

BG against agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/1718-015 In consideration of the Bharat Heavy Electricals Limited,Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of (Bidder(s) do hereby undertake to pay to the Company an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.

2. We, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter.

5. We, (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).

7. We, (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the..... day of
For (Indicate the name of Bank)