

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/1617-013

Date: 14/09/2016

Dear Sir,

Subject: **Transportation of Over - Dimensional Consignment (ODC)/Over- Weight (OWC) Consignment by Road or Multi Modal transportation from BHEL Haridwar to Wanakbori-8 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 heavy ODC either through road or multimodal for the award of contract for transportation of TG Stator as above. Details indicating weight and dimensions are listed in Annexure-B.
2. Those bidders who fully meet our qualifying requirements (SECTION-I of Annexure-A) will be qualified for price bid evaluation. Please submit your quotation for transportation of the consignments by Hydraulic Trailers/Barges/Ships along with duly signed copy of this tender indicating acceptance of its terms & conditions.
3. Please submit your quotation for transportation of the consignment as per Annexure-B, by suitable vehicle (Hydraulic Trailers/Barges/Ships) along with duly signed terms & conditions (Annexure – A, B, C, D, E, F, G, H, I, J, K, L enclosed), EMD and Tender fees. **One Time EMD is Rs 2,00,000/- and non-refundable Tender fee is Rs. 500/-**. The same shall be paid through DD's in favor of HEEP, BHEL Haridwar and payable at Haridwar along with the Techno-Commercial bid.
4. Any revision in the original tender notice like due date of submission/opening or corrigendum, if any shall be hosted on above website(s) only.
5. Bidder shall ensure that all the documents submitted 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, G, H, I, J, K, L

ANNEXURE-A**TERMS & CONDITIONS**

Quotations are invited for the transportation of Over-dimensional consignment (ODC)/Over- Weight Consignment (OWC) from BHEL Haridwar to Wanakbori-8 project site.

A Bidder can only quote either for road or multimodal transportation based on his assessment and route survey for safe transportation of the consignments using configuration and combination of axle/equipment. Bidders submitting offer for both the options (Road as well as Multi Modal) will be disqualified. The option i.e. road or multimodal once selected during bidding cannot be altered during the execution of contract.

The term 'Bidder' will include a standalone bidder or lead bidder with a pre-bid tie up with other agencies, herein after referred to as 'Associates', for the purpose of pooling of resources and/or pooling of prior experience of similar work. In the event of pre-bid tie up, the bidder shall furnish the pre-bid tie up agreement as per the given format (Annexure-I). However in case of any pre-bid tie up, as far as BHEL is concerned, the lead bidder will be responsible and accountable to fulfill all contractual obligations required under this tender irrespective of the fact whether the particular activity on which such responsibility is to be fixed is executed by the lead bidder or by his associate.

SECTION-I**ELIGIBILITY CRITERIA****1. FLEET OWNERSHIP:-**

- 1.1) The Bidder alone or his Associate should jointly own minimum of 48 No's of Hydraulic axles registered with capacity of 18 MT or more per axle.
- 1.2) Out of the above 48 hydraulic axles, minimum 30 nos. of Hydraulic axles should have load carrying capacity of 26 MT or more per axle.
- 1.3) The Bidder alone or his Associate should jointly own at least four Prime movers out of which at least two should be of minimum 520 HP (with maximum variation of (-) 5% in HP) and each of the four prime movers should not be more than 7 years old as on date of opening of tender (ownership either in the name of the company or in the name of Directors/partner of the company).

Note: The bidder has to give an undertaking as per **Annexure-D** that they will be able to place suitable number of axles & pullers of required capacity to lift the consignments within the notice period.

The fitness certificates of axles, prime movers, barge etc. deployed by the successful bidder should be valid/kept validated during the entire execution period i.e. delivery period quoted plus 2 months grace period to cover any delay.

1.4) If opting for Multimodal Mode of Transportation

In addition to fulfilling the PQR criteria mentioned under 1.1, 1.2, 1.3 above,

- a) The Bidder alone or his Associate should own or have leasing/hiring contract (and produce documentary evidence for the same) at least one Flat Top IRS approved registered Barge of minimum 2000 DWT (with maximum variation of (-) 5% in DWT).
- b) The Bidder alone or his Associate should own or have leasing/hiring contract (and produce documentary evidence for the same) a Merchant Shipping (MS) Act registered IRS approved Towing Tug with bollard power of minimum 10 MT.

Documents to be submitted:

- i. List of Prime Movers (**As per Annexure-G**) and Hydraulic Axles (**As per Annexure-H**) with **make and year of manufacturing** along with **Registration Nos.** to be furnished.
- ii. Duly **Notarized Copies of Registration Certificate (RC)** of Prime Movers & Axles.

- iii. Notarized Copies of valid **Fitness Certificate** (as on date of tender opening) of Prime Movers & Axles.
- iv. Notarized Copies of **Gazette Notification** (for axles only).
- v. Notarized copy of Document from Original Equipment Manufacturer (OEM) mentioning the load carrying capacity of the quoted hydraulic axles.
- vi. (a) Documents evidencing ownership/leasing/hiring for at least one Flat Top IRS approved registered Barge of minimum 2000 DWT (with maximum variation of (-) 5% in DWT) with its registration certificate.
(b) Notarized copy of Trim & Stability booklet evidencing min. 2000 DWT (with maximum variation of (-) 5% in DWT).
- vii. Documents evidencing ownership/leasing/hiring for one MS Act registered IRS approved Towing Tug with bollard power of minimum 10 MT with its registration certificate.
- viii. Notarized Pre-bid tie up Agreement as per Annexure-I (if applicable).

2. **IBA RECOMMENDATION:** Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid and shall also ensure that the same is valid throughout the currency of the contract.

Documents to be submitted:

- Notarized copy of IBA recommendation.

3. **PERMANENT ACCOUNT NUMBER:**

Bidder should have valid Permanent Account Number (PAN).

Documents to be submitted: Copy of **PAN Card duly notarized** OR Copy of "PAN allotment letter" issued by Income Tax Authorities duly notarized.

4. **GROUP CONCERNS/AFFILIATES:** The bidder shall disclose/confirm the following:
 - 4.1) Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.
 - 4.2) 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.

Documents to be submitted:

Bidder shall **submit** an affidavit on non-judicial stamp paper valued Rs.100/- (duly notarized) and certify that:

We (*Name & Address 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.

5. **FINANCIAL REQUIREMENTS:**

- a) **Annual Turnover:** The annual turnover of the bidder should be Rs. 5 (Five) Crores (with respect to freight revenue only) in each of the last *three financial years i.e. 2013-14, 2014-15 & 2015-16 or in each of the year after its incorporation, whichever is less.*
- b) **Profit:** Bidder should have earned net profit in at least one year during last three financial years ending 31/03/2016.
- c) **Net Worth:** Bidder should possess positive net worth as on 31/03/2016.

Documents to be submitted:

- i. Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant for three financial years or for each of the year after incorporation of the company (whichever is less), as mentioned above.
- ii. ITR (Income Tax Returns) for the three financial years i.e. 2013-14, 2014-15 & 2015-16 or for each of the year after incorporation of the company (whichever is less) to be submitted.
- iii. Separate sheet to be enclosed as per the appended table or in each of the year after incorporation of the company (whichever is less), duly certified by Chartered Accountant.

| Years | Annual Turnover (with respect to freight revenue only) | Net Profit |
|---------|--|------------|
| 2013-14 | | |
| 2014-15 | | |
| 2015-16 | | |

6. **EXPERIENCE:**

6.1) For bidders offering transportation by road only

Experience required

Bidder alone (excluding any Associates) should have successfully transported minimum 2 (Two) heavy lift single piece consignments not less than 300 MT each in INDIA by road of min. road distance of 750 kilometers for each consignment involving construction of at least one by-pass for each consignment within five years from the date of floating of tender.

OR

Bidder alone (excluding any Associates) should have successfully transported minimum 1 (One) heavy lift single piece consignments not less than 400 MT in INDIA by road of min. road distance of 750 kilometers involving construction of at least one by-pass for each consignment within five years from the date of floating of tender.

Documents to be submitted:

- i. Copies of Award of work OR Contract agreement from Consignee/Consignor indicating consignment weight, origin and destination of the consignment.
- ii. Work Completion Certificate issued by Customer (Consignee/Consignor) in the name of Bidder OR GR-LR copies issued by the Bidder (duly acknowledged by customer) indicating consignment weight, origin and destination of the consignment.
- iii. Customer name with address, e-mail and phone number of the concerned official for our reference.
- iv. (a) Performance/Experience certificate from Consignor/Consignee clearly mentioning construction of bypasses.
OR
(b) Route Survey (duly signed and stamped by bidder) mentioning requirement of constructing bypasses en route and Certificate from Consignee/Consignor for successful execution of the said transportation or LR/GR copy (duly acknowledged).

Note:- Above documents should be clearly prove the experience of the bidder and any document reflecting the similar experience of person from whom the resources are hired out / engaged by the transporter who have been awarded the work or person leasing out their equipment for such work shall NOT be considered.

6.2) For bidders opting for Multimodal Mode of Transportation

Bidder alone (excluding any Associates) should have successfully transported minimum 2 (Two) heavy lift single piece consignments not less than 300 MT each in INDIA by road of min. road distance of 750 kilometers for each consignment involving construction of at least one by-pass for each consignment within five years from the date of floating of tender. Additionally bidder alone or his associate should have also jointly or severally transported 2 (two) heavy lift single piece consignment not less than 300 MT by multimodal transportation in India (road cum sea) in India successfully within five years from the date of floating of tender including RO-RO operation involved during such transportation.

OR

Bidder alone (excluding any Associates) should have successfully transported minimum 1 (One) heavy lift single piece consignments not less than 400 MT each in INDIA by road of min. road distance of 750 kilometers for each consignment involving construction of at least one by-pass for each consignment within five years from the date of floating of tender. Additionally bidder alone or his associate should have also jointly or severally transported 1 (one) heavy lift single piece consignment not less than 400 MT by multimodal transportation in India (road cum sea) in India successfully within five years from the date of floating of tender including RO-RO operation involved during such operation.

Documents to be submitted:

- i. Copies of Work order OR Contract agreement in the name of bidder or consortium partner indicating consignment weight, origin and destination of the consignment.
- ii. Work Completion Certificate in the name of bidder or associate partner
- iii. Cargo manifest/ blue boat note/ bill of coastal goods/ Port clearance indicating consignment weight, RO-RO operation, port of loading and port of discharge.
- iv. Approved Sea Towing plan.
- v. Customer name with address, e-mail and telephone number of the concerned official for our reference.
- vi. (a) Performance/Experience certificate from Consignor/Consignee clearly mentioning construction of bypasses.

OR

- (b) Route Survey (duly signed and stamped by bidder) mentioning requirement of constructing bypasses en route and Certificate from Consignee/Consignor for successful execution of the said transportation or LR/GR copy (duly acknowledged).
- vii. Notarized Pre-bid tie up Agreement as per Annexure-I (if applicable)

7. **In case of BIDDING through Pre-Bid Tie Up following points shall be complied:**

- a) Number of partners including Bidder shall not be more than 3 (three). Bidder along with Associate shall enter into pre-bid agreement for this tender before submission of bid. Such agreements to be valid till the completion of the contract. Format of Pre-bid tie up as per Annexure-I.
- b) Bidder should necessarily comply with criteria listed under serial number 2, 3, 4, 5 and at least one criterion either (6.1) or (6.2) of Annexure-A.
- c) Associate partners chosen by Bidder should comply with criteria under serial number 3.
- d) Bidder shall neither be an Associate to other Bidders nor submit another bid with different Associate partners.
- e) Standalone bidder can neither be a Bidder in a Pre-bid tie up nor be an Associate to any other bidder.

Documents to be submitted: **Notarized Pre-Bid Agreement(s)** as per **Annexure-I**.

8. **BANKER'S CERTIFICATE:** Bankers Solvency Certificate/Undertaking is to be submitted for a minimum of Rs. 2 Crore.

Documents to be submitted: Banker's Solvency certificate/Undertaking on Bank's letter head.

SECTION-II

9. The bids shall be submitted in two parts: (a) Techno-Commercial bid (Part-I) and (b) Price bid (Part-II).
10. The Techno-Commercial bid envelope shall be sealed and super scribed with **“TECHNO-COMMERCIAL BID FOR TRANSPORTATION OF 800 MW TG STATOR FROM BHEL HARIDWAR TO WANAKBORI PROJECT SITE: Tender Ref. BHEL/HWR/CDX/ENQ/1617-013 Dated 14/09/2016 and Tender due date 07/10/2016 and shall contain following mandatory requirements:-**
- a) All the supporting documents for qualification requirements mentioned in SECTION-I of Annexure-A as above (No originals to be enclosed).
 - b) Duly signed and stamped copy of tender document and other enclosures i.e. all pages of the offer.
 - c) DDs / PAY ORDERs towards,
 - i. **One Time EMD** of ₹ 2,00,000/-.
 - ii. **Tender Fee** of ₹ 500/-.
 - d) **Route details** from BHEL Haridwar to Gadawara Project Site.
 - e) **Road distance** proposed to be travelled in KM from BHEL Haridwar to Gadawara Project Site.
 - f) **Load plan/configuration details to be declared by bidder along with Techno-commercial bid.**
 - g) **Transit time** in days for Marine transportation only including civil works and RO-RO operation (in case of multimodal transportation). Time estimated for Civil work during road journey should not be included in this transit time and will be derived as per standard allowed for road journey as per clause 64 of this Tender.
 - h) **Un priced** price bid (Annexure-C).
 - i) Duly signed & stamped **Annexure-D on your letter head.**
 - j) 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).
 - k) Duly signed and stamped **Integrity Pact** (Annexure-L),

Technical bid without any of the above documents is liable to be rejected. However bidders not submitting inputs against (c), (e) and (g) above along with Techno-commercial bids shall be disqualified.

Transportation or any other charges shall NOT be mentioned anywhere in the Techno-Commercial Bid. Price bid copy submitted with the technical bid should be a CANCELLED copy of the BLANK price bid only to confirm that the quote submitted by the bidder is as per the format of this NIT without any deviation and/or qualification.

11. **The second envelope shall contain duly filled price bids as per Annexure-C.** The rate quoted shall be firm during contract period. **Rates are to be quoted either for road transportation or Multimodal transportation in line with option exercised in the Technical bid.**

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

Price bid envelope shall super scribed with **“PRICE BID FOR TRANSPORTATION OF 800 MW TG STATOR FROM BHEL HARIDWAR TO WANAKBORI PROJECT SITE: Tender Ref. BHEL/HWR/CDX/ENQ/1617-013 Dated 14/09/2016 and Tender due date 07/10/2016 and shall contain duly filled Annexure-C (attached).**

Any mentions 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 other 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 following will be applicable.
 - i. 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; 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 to (i) above.
12. Both the above two sealed envelopes i.e. Part-1 Techno commercial bid and Part-2 Price bid shall be kept into another sealed cover. The cover shall be super scribed with **"QUOTATION FOR TRANSPORTATION OF 800MW TG STATOR FROM BHEL HARIDWAR TO WANAKBORI PROJECT SITE: Tender Ref. BHEL/HWR/CDX/ENQ/1617-013 Dated 14/09/2016 and Tender due date 07/10/2016."**

This cover consisting of two sealed envelopes i.e., (1) Techno-Commercial bid and (2) Price Bid 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 07/10/2016 by 1345 Hrs. **Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any postal delay.**

13. The Techno-Commercial bids shall be opened at 1400 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.
14. **Earnest Money Deposit:** An amount of ₹ 2,00,000.00 (Rupees Two Lakh only) shall be paid by bidders towards ONE TIME 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 fifteen days from the acceptance of award of work by the successful bidder. The EMD of all techno-commercially qualified bidders will be retained as a onetime deposit for future tenders, if any. No interest on EMD amount shall be paid by BHEL.
For all future tenders, bidders who have submitted Onetime EMD, need not to submit the EMD again. However, for exemption of EMD (for those who have already submitted One Time EMD), letter/e-mail from the department has to be obtained and the same shall be submitted in place of EMD. Exemption letter shall be submitted as per format below:

(Proforma for EMD exemption on Bidder's Letter Head)

Tender Ref.: _____ dated _____

I, _____, S/o. _____ Aged about years, Occ: _____, Resident of _____, do hereby solemnly affirm on oath and state as follows:
I am working as _____ in M/s. _____, i.e. the bidder herein.
I hereby declare that I have power to execute this undertaking under its Memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder.
As confirmed by BHEL vide e-mail dated _____ (copy attached), one time EMD having validity on date is with BHEL, I on behalf of M/s _____ confirm to extend the validity of EMD up to 31/03/2017.

15. The bidder also has to pay Rs. 500 (five hundred only) as non-refundable fee for participating in the Tender. This amount shall be paid by DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favour of "HEEP, BHEL Haridwar", payable at 'Haridwar' and the same shall be enclosed to the "Techno-Commercial bid". The tenders received without this Tender Fee will be rejected. Technical bid without EMD and Tender Fees in original is liable NOT to be considered further in the Tender process.
16. **Earnest Money Deposit (EMD) furnished** by the bidder shall be forfeited if:
- After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - Failure to enter into agreement within a week of award of contract.**
 - Failure to submit balance security deposit within 15 days from award of contract.**
 - If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.
17. **BHEL RESERVES THE RIGHT TO: -**
- 17.1) 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.
- 17.2) 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.
- 17.3) Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 17.4) BHEL reserves the right to either short close or terminate the contract entered at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery. Any further liability arising by any engagement by the bidder or third party shall not be a binding on BHEL. In any such event the contractor shall not be entitled for any claims on BHEL including cost of permissions obtained, route survey etc.
- 17.5) In case BHEL decides to send the consignment by Railways, then the road/multimodal contract shall be cancelled and in such a case BHEL will not be liable for any cost or commitment made by the bidder.
18. 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 Haridwar, are also liable to be rejected.
19. **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 including suspension of future business dealings with BHEL.
20. **VALIDITY:-**
- 20.1) **Validity of Bid:** 150 days from the date of opening of the Technical Bid.
- 20.2) **Validity of Contract for execution:** Once contract is awarded the rates should be valid up to dispatch schedule indicated in the bid plus a grace period of 3 months thereon. Thereafter during transit, irrespective of any delay and force majeure condition, the awarded rate will be firm and without any escalation whatsoever.
21. **CONDITION / ROUTE SURVEY:-** The bidder shall arrange a detailed route survey identifying all obstacles including constraints on roads, bridges, etc. requiring strengthening, modification and construction of bypasses/approach roads etc. for safe transportation of the ODC/OWC consignment and submit a detailed route survey report. The route survey should, then be got duly vetted from BHEL nominated Insurance agency for this project by the bidder and to be submitted to BHEL at least one week before loading of consignment. No separate charges whatsoever shall be payable by BHEL for route

survey, any certification, permission, strengthening, modification and construction of bypasses/approach roads etc. Bidders may make their own assessment based on route survey, specify the route proposed for both i.e. road transportation and Multimodal transportation along with the ports selected for Origin/discharge and obtain the applicable necessary permissions from MORTH/Concerned ministry before movement of the consignment.

If, at later stage (during execution), any deviation from proposed route is proposed, prior approval is to be taken from underwriter and MORTH/Concerned authorities by the bidder along with information to BHEL.

Also during execution if there is any requirement of stooing/detachment or attachment of axles/unloading or loading of consignment, prior approval from underwriter is to be taken by the bidder along with information to BHEL.

The bidder has to comply with the applicable guidelines/instructions issued by MORTH/concerned Ministry from time to time during execution of the contract.

22. **BID EVALUATION CRITERIA:** Offers are evaluated on lowest overall cost to BHEL basis, irrespective of the mode of transportation 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 Sum total of the rates quoted for **Road Transportation, Marine transportation (if any) and Civil works (if any)**.

Transit time will be calculated for the road distance (as per 10 (d))and route quoted by each bidder on the basis of average run per day + **Transit time** in days for Marine transportation only including civil works (as per 10 (g)).

Bids without mention of 10(e) and 10(g) in the sealed technical bid will be disqualified.

The bidders having transit time in excess of lowest transit time calculated will be loaded for evaluation only for excess delivery time @ 2/7 % (two by seven percent) per day applied on the price quoted by them.

Delivery time / No. of days for Road transportation shall NOT be quoted by bidder. However, if the same is quoted in the offer then, evaluation of delivery period will be as under:

- If the quoted delivery time is more than the time calculated based on quoted distance and average run time, the same shall be taken for delivery loading.
- If the quoted delivery time is less than the time calculated based on quoted distance and average run time, the calculated run time shall be taken for working delivery loading.
- However, the offered delivery time shall form the basis of implementation of LD penalty, in case of award of work/execution.

Example of applying loading factor given below for clarification.

| Bidder | Price Quoted (Rs.) | Transit Time (Days) | Loading (Rs) | Price for comparison (Rs) | Status |
|--------|--------------------|---------------------|--------------|---------------------------|--------|
| A | 1000 | 28 | 0 | 1000 | L3 |
| B | 810 | 28 | 0 | 810 | L1 |
| C | 800 | 42 | 32 | 832 | L2 |

23. If quoted rates are high, negotiations may be conducted with L-1 bidder. The **work shall be awarded to L-1** (being lowest) at quoted/negotiated rates only.
24. 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 a week of award of contract.**

25. The successful bidder shall pay Security Deposit (SD). The rate of Security Deposit shall be as follows:-

| | |
|---------------------------------------|--|
| Up to Rs. 10 lacs | 10% |
| Above Rs. 10 lacs & Up to Rs. 50 lacs | 1 lacs + 7.5% of the amount exceeding Rs. 10 lacs |
| Above Rs. 50 lacs | Rs. 4 lacs + 5% of the amount exceeding Rs. 50 lacs. |

The bidder shall submit the Security Deposit within fifteen days from the award of contract or before lifting of consignment whichever is earlier.

26. Security Deposit may be furnished in any one of the following forms:-
- Pay Order, Demand Draft in favour of BHEL.
 - Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the format given at Annexure-F. Submission of 'performance security deposit' valid till six months from the expiry date of contract.
 - By a declaration from bidder to adjust the amount of EMD and remaining amount shall be deposited as per (i) above by the bidder.

Note:

- The security deposit shall not carry any interest.
- The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of amount due from bidder, if any.

27. **Security Deposit (SD)** furnished by the bidder shall be forfeited if:
- The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance or unsatisfactory performance of the contract.
 - Failure to deploy the suitable vehicle within the required time as per the Tender.
 - In case it comes to notice of BHEL at any stage during tendering process/contract period that any of the bidder, has given false / suppressed / forged / fake information.
 - For any deviation from and/or breach of the Tender conditions during execution of the contract.
 - Breach of any pre-conditions which the various authorities may impose while according their permission notwithstanding the fact that such a breach has not resulted in any negative implication for BHEL.

28. **PERMITS:** The required permits from Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity / Railways / MoRTH / Govt. Authorities/Port 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 contract. 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.

29. **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.

Loading Point – BHEL/Site:- All vehicles are required to be placed within TEN days from the date on which vehicle are to be placed, except in exigencies where shorter duration could be inevitable.

(All vehicles carrying materials to/from BHEL will be normally allowed to enter the Plant only between 7.30 AM to 14.30 hrs on all working days.)

In case of late placement, late placement charges (Beyond free period of TEN days), @ ₹ 1,500/- (Rupees One Thousand Five Hundred only) per axle per day will be applicable subject to maximum 15% of the gross basic freight.

The exit timings shall be generally up to 5.00 PM on working days. Late placement charges shall be recovered from transporter's freight bills &/or EMD/SD submitted at any unit of BHEL.

30. In the event of refusal or failure of bidder 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, BHEL reserves the right to use alternative source for lifting of consignments on risk cost and extra

expenditure / losses / demurrages incurred if any will be recovered by defaulter bidder from SD or/ pending bills from any unit of BHEL.

31. **LOADING & UNLOADING:**

The transporters shall be allowed to lift the consignments only after submission Security Deposit to BHEL. The transporter shall submit the Route Survey Report before movement of vehicle loaded with the consignment. In such a case, if transporter has placed vehicle for loading of consignment. No detention charges shall be payable by BHEL for delay due to above.

Loading and Unloading at BHEL/Site shall be arranged by BHEL/Customer. Unloading/Loading during the transportation / transshipment (in case of multimodal transportation) will be done by bidder at his cost and arrangement. BHEL shall not pay any charges towards Unloading/Loading during transportation/transshipment. The length of platform of the axle's combination deployed for the consignment shall be as per load plan submitted by the bidder. For loading of consignments, sufficient number of axles shall be deployed in accordance with load bearing capacity of axles and as per MoRTH/Govt. guidelines issued from time to time.

32. **DETENTION CHARGES:**

32.1) **LOADING POINT:**

Detention charges at loading point shall be payable as under:

- a. For first seven (7) days from date of reporting (from requisition date if placement date is earlier): Nil. Reference zero date for this will be readiness of entire train of axles along with the requisite number of pullers for loading of consignment.
- b. Beyond seven (7) days: ₹ 1,500/- (Rupees One Thousand Five Hundred only) per axle per day for each additional day up to loading of consignment.

32.2) **UNLOADING POINT**

Detention charges at unloading point shall be payable/ regulated as under-

- a. For first seven (7) days from the date of reporting/date of entry at site: NIL. Reporting should be certified by the BHEL executive at the site or customer.
- b. Beyond seven (7) days: ₹ 1,500/- (Rupees One Thousand Five Hundred only) per axle per day for each additional day.

32.3) Total detention Charges payable for both loading and unloading points taking together under clause 32.1 and 32.2 above **shall not exceed 15% of the gross basic freight.**

32.4) The period of detention shall be certified by the Consignor/Consignee/Customer/Site/Product Commercial.

32.5) If Hydraulic Trailer (entire train of axles along with pullers) is placed after given requisition and if due to some reason, vehicle is not actually loaded and returned back, detention charges will be paid @ ₹ 1500/- (Rupees Fifteen hundred only) per axle per day for each day beyond the initial grace period of 7 days.

Note:- Point no. 33 to 48 will be applicable for bidders opting Multimodal Mode of Transportation.

33. Bidder should identify suitable location / land for construction of Jetty at Port of Origin/ Discharge.

34. Bidder should construct suitable RO-RO Jetty at the identified location at Port of loading and Discharge in a timely manner for safe and timely transportation of ODC. Clearance, if any, from the BHEL appointed Insurance agency may be taken before such RO-RO operation.

35. The bidder to obtain clean lease of land for duration of Contract for creation of Jetty and RO RO operation. All legal and statutory permissions for construction / modification of Jetty in port of origin and port of discharge shall be obtained by bidder at his own cost before commencing the works on Jetties.

36. The bidder should arrange suitable watch and ward at the warehouses, port and en route in adequate numbers.

37. The bidder should arrange necessary Material Handling Equipment for safe loading / unloading / handling of equipment at Port of Origin / Port of Discharge /Storage Facility / en route etc.
38. The bidder should arrange suitable Barges in requisite capacity as per required schedule for safe and timely transportation of ODC through waterways.
39. All barges and tugs to be put to use by the bidder, shall have all certificates i.e. IRS certificate for sea barge and tug/ certificate from concerned authority for river barge, registration certificates of barges and tugs including sail worthiness certificate, requisite institution of classes/Marine insurance certificate, and should have requisite permission for berthing. These documents above are to be submitted by the bidder to concerned authority/BHEL before loading of the job. Any delay in delivery of the equipment due to non-availability of permission from above agencies shall be to the account of the bidder.
40. The bidder should firm-up Barge sailing schedules after taking into account the recommendations issued to registrars of sailing vessels by Directorate General of Shipping/IWAI with regards to foul weather and obtain all required clearances / permit from all Governmental / non-Governmental authorities for transportation of ODC's through sea route. Coastal, Customs clearance and coastal B/L, if any, is to bidder's account.
41. Bidder is responsible for Shipping / transportation of the ODC's from origin port to discharge port, including loading on the barge/Ship, properly placing holding / tying / fastening /lashing /securing the cargo on Barge. Certificate from Marine insurance surveyor/ naval architect to be obtained and copy to be submitted to BHEL at no additional cost to BHEL.
42. At discharge port, unloading the ODC from barge, loading on to the Trailer / Axle, properly placing / tying / fastening / lashing / securing shall be in bidder's scope.
43. It is the responsibility of the bidder to ensure that the **age and fitness of the vessel** being offered for ocean /sea carriage complies with all the necessary regulations of IRS/statutory authority and Insurance regulations.
44. Bidder shall ensure timely loading/unloading of cargo from Trailer / Barge and transportation of the same to site. Any demurrage or associated costs due to delay in loading/unloading Trailer/ Barge etc. shall be to the bidder's account.
45. All taxes, charges and dues of vessel/Barge/Port authorities, if any, during execution of this contract shall be on bidder account both in loading port/Jetty and in the discharge port/Jetty.
46. Bidder shall use only those T&P and hardware, which is reasonably in excellent working condition, tested for safe operation and adequate in capacity and size.
47. Bidder shall arrange suitable wooden, steel and concrete sleepers, spreader beam, pedestals, stools, temporary supports rollers and guides etc. required for receiving, storing, handing and transporting the said cargo.
48. Bidder shall prepare all the necessary documents in required number of copies to accompany with the Barge / Trailer while leaving for site from the port to ensure smooth transportation without hindrance from any Government or local agency on the way.
49. Bidder will ensure round the clock safety of consignment at the port / storage facility / en-route. Bidder 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.
50. The cost of liaison and co-ordination with all concerned authorities will be to bidder's account.

51. 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.
52. Bidder should obtain all required clearances / permit from all Governmental / Non– Governmental authorities i.e. MORTH/ NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department, waterways authorities, port authorities etc., including Private Parties / Persons for transportation of ODC through inland road transport route identified by the bidder. Bidder should also ensure that all taxes / Duties for Hydraulic Axles and Prime Movers are paid to the concerned State authorities.
53. Arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignments from weather / rain from receipt of consignment from BHEL plant till delivery of the same at site.
54. The bidder shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The bidder 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.
55. **OBSERVANCE OF LOCAL LAWS:**
 - a. The bidder shall comply with all Laws, Statutory Rules, and Regulations etc. including MoRTH guidelines (As applicable). The bidder shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
 - b. The bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges towards road/sea transportation that may be leviable on account of any of the operations connected with the execution of this contract and shall be to the account of the bidder.
 - c. The bidder shall be responsible for the proper behavior and observance of all regulations by the staff employed.
56. The weight and dimension of consignment, which is to be loaded at Site/BHEL 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 BHEL Packing List shall be treated as final.
57. Bidder shall own all risks and responsibility from the time of loading of consignment from BHEL plant till safe delivery at site.
58. **Bidder shall submit the daily progress report to BHEL Haridwar on hwcdxplg@bhelhwr.co.in** The Prime Mover shall be equipped with operational GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicle as required.
59. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder 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.
60. Bidder 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 bidder shall be solely responsible.
61. 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 BHEL, works, until the same is delivered at the site 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 service tax), surcharge, wharfage, hamali enroute, statistical charges, any readjustment, lashing, etc. **SERVICE TAX** and **OCTROI CHARGES** if any shall be reimbursed on

submission of documentary evidence. 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.

62. To ensure safe transit, Spreader beams shall be deployed, if necessary. The prime mover, axles and tyres shall be in very good condition as well as road worthy and suitable for carrying the tender consignment. The trailers shall be equipped with adequate spares required for general usage during journey. Two qualified & experienced drivers, hydraulic power pack operator and required number of helpers/wiremen shall be made available with the vehicle. The credentials of the drivers have to be submitted before lifting the consignment.
63. After award of contract, Bidder shall nominate one competent person to ensure proper coordination of logistics for the entire duration of contract.

64. **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 and construction of bye passes.

THE AVERAGE RUN PER DAY SHALL BE 18 KM.

Delay in delivery will attract penalty @ 2/7% (two by seven percent) per day of delay subject to a maximum of 10% calculated on the gross basic freight. For the purpose of computing the delivery time, the date of GR/LR (for road transport) / equivalent document for transport by waterway or actual date of exit from plant / port of origin / port of discharge (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. Transportation time period will be the period in between the delivery and dispatch date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee/BHEL officers/Customer. In case where Octroi is paid by the carrier, 3 days grace period will be given extra against documentary evidence & detention on account of obtaining RTA permissions from various state Govt.'s shall not be considered.

65. **INDEMNITY:** The bidder shall indemnify and keep indemnified BHEL all losses, claims, damages etc. arising out of any of his acts of his agents or associates or servants during the currency of each contract.
66. **Grace period of flat seven days will be allowed for the purpose of late delivery penalty.**
67. All recoveries including any penalty, damages or compensations payable by the bidder to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, can 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 bidder 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 bidder 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.
68. **FORCE MAJEURE:** The following shall amount to force majeure conditions:
- 68.1) 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 Bidder/BHEL has no control.

- 68.2) If the bidder 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 bidder to BHEL within 04 days from the date of occurrence thereof.
- 68.3) The bidder 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. 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.
- 68.4) Force Majeure conditions will apply on both sides i.e. BHEL as well as the bidder. During the period for which Force Majeure conditions are approved, there will be no claim from either side i.e. Detention claim by bidder or LD recoverable by BHEL. Bidder will also not be entitled to claim any damages due to the impact of force majeure conditions.

69. **PREVENTION OF CORRUPTION:**

- 69.1) 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.
- 69.2) 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.

70. **SUB-LETTING:** Sub-letting of the work either in full or in part is strictly prohibited.

71. **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 bidder 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 bidder being blacklisted by any BHEL Unit during the tenure of the contract, the concerned bidder will stand blacklisted by BHEL, Haridwar also.

72. As per Insurance agency for this project the bidder has to comply the following:
- a) Route survey from an IRDA approved surveyor confirming that subject route is safe and fit to transport such type of super ODC consignments.
 - b) Loading/Unloading operations to be supervised by independent surveyor.
 - c) Loading/Unloading to be carried by cranes which have sufficient capacity to lift such heavy weights.
 - d) The carrying capacity of the carrying vehicle to be more than the weight of the cargo being carried in it.

- e) Cargo to be adequately lashed/strapped before commencement of further transit.
- f) Suitability of the carrying vehicle to carry ODC consignment is to be approved by an independent surveyor.
73. Bidders shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.
74. **RESCUE OPERATION:-** Bidder shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by bidder 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.
75. **PAYMENT:** Freight charges shall normally be paid to the bidder 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.
- There will be no payment due on this contract until the safe delivery of complete consignment at the destined project site. In case of any damage to consignment no payment will be admissible, irrespective of whether any insurance claim is realized or not.
76. The **PAN Number & SERVICE TAX REGISTRATION Number** shall be pre-printed on the freight bill. The following endorsement should be made on the freight bill, duly signed and affixing the seal:
“Certified that we have not availed Cenvat credit of duty paid on inputs of capital goods and we have not availed the benefit of notification No. 12/2003 –ST dated 20.06.2003 at any stage”.
77. 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 bidder will be totally responsible for any damage occurring to the consignment.
78. The bidder 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.
79. Bidders will be required to get the delivery acknowledgement information preprinted behind their GR forms in following manner:-

Acknowledgement / Receipt of Consignment

(To be pre-printed on reverse side of GR/LR)

Received case(s) crate(s) loose bundle(s) on (Date).....through [*]
Trailer. Regn. No..... sent vide Consignment Note/LR NoDated
 in [*] Proper / Damaged condition.

Handed over documents in original [*] (i) Duplicate for Transporter copy of invoice (ii) Packing List / Other Document(s) (to be specifically mentioned)

Remarks, if any:

Date

Seal

Authorized Signatory of the Consignee with Name &

[*] Strike out which is not applicable.

80. No request for extension of the time from the bidder will be entertained except under Force Majeure condition.
81. 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 relevant Guidelines for Suspension of Business Dealings with the Suppliers in vogue in BHEL.
82. **RISK PURCHASE:** BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.
- 82.1) If at any time during the currency of the contract, the bidder fails to tender 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 bidder's freight bills at any unit of BHEL.
- 82.2) 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.
- 82.3) To claim compensation for losses sustained including BHEL's supervision charges & Overhead charges in case of termination of Contract.
83. **ARBITRATION:**
- 83.1) If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the bidders/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. The award of the arbitrator shall be final and binding on both parties.
- 83.2) 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.
- 83.3) The place of Arbitration will be BHEL Haridwar.
84. The Contract as entered into between BHEL and the successful bidder (s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1965, as amended from time to time during the tenure of the contract.
85. 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 & bidders.
86. **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.
87. **INTEGRITY PACT:**
"In order to have more transparency, Mrs. Pravin Tripathi has been nominated as IEM for this contract, who will monitor the tender process and the execution of the contract for compliance with the principles. More details are given in 'Integrity Pact' attached (Annexure-L). The supplier has to attach signed copy of integrity pact in Part-I of tender. Tender without signed copy of Integrity pact will not be accepted. Format of Integrity Pact is attached."
Note:-Bidders to ensure to submit duly signed and stamped Integrity Pact by authorized signatory in Part-I (techno commercial bid) itself.
88. **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/1617-013 DATED 14/09/2016 **LIST/DETAILS OF ODC CONSIGNMENTS TO BE TRANSPORTED ON POINT TO POINT BASIS**

| Sl. | Project Name | From | Destination | Description | Expected Handover Month | Gross Weight, MT | Approx. Dimensions (in MM, LxWxH) |
|-----|---|---------------|---|-----------------|-------------------------|------------------|-----------------------------------|
| 1 | Point to Point transportation of 800MW TG Stator (1 set) from BHEL Haridwar to Wanakbori-8 project site | BHEL Haridwar | CHIEF ENGINEER (C&O), WANAKBORI THERMAL POWER STN. 800 MW U#8, TALUKA: GALTESHWAR, DIST: KHEDA-388239, GUJARAT | 800MW TG Stator | Dec 2016 | 466.26 MT | 10225 x 5104 x 4841 |

Note:-

- EXPECTED HANDOVER MONTH MENTIONED ABOVE IS TENTATIVE WHICH IS SUBJECT TO VARIATION UPTO MAXIMUM FOUR MONTHS.
- ABOVE LIST IS FOR GUIDANCE ONLY FOR THE CONSIGNMENTS
- UP TO A DIFFERENCE OF 5% BETWEEN THE TENDERED WEIGHT AND ACTUAL WEIGHT BASED ON PACKING LIST, THERE WILL BE NO CLAIM ON FREIGHT FROM EITHER SIDE.

ANNEXURE-C

(PRICE BID FORMAT – TRANSPORTATION COST INCLUDING COST OF CIVIL WORKS)

Tender No. BHEL/HWR/CDX/ENQ/1617-013

Dated 14/09/2016

Project Name:- **BHEL Haridwar To Wanakbori-8 project site**

| (1) | (2) | (3) | (4) | (5) | (6) |
|-----|--|-----------------------------|---|------------------------------|---|
| Sn | Description | Cost of Road Transportation | Cost of Marine Transportation (including RO-RO Jetty work, if multimodal option of transportation is used.) | Cost of civil works (If any) | Total Rates per Consignment for Safe Transportation (All Inclusive) <u>(3+4+5)</u> |
| 1 | Transportation of 800 MW TG Stator (1 set) from BHEL Haridwar To Wanakbori-8 project site | | | | |

NOTE:-

- I. Above rates are valid for period of 150 days from date of bid opening.
- II. Rates should be quoted in figures as well as words and in INR only.
- III. Rates are to be quoted by taking into consideration the weight of transportation accessories such as spreader beam etc., if required by bidder. No extra payment will be made in this regard.
- IV. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.) except for Service tax and Octroi.
- 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.

Signature & Seal of Authorized signatory

ANNEXURE-D**(Letter of compliance in company's Letter Head)**

Ref No: _____

Date: _____

Subject: **Tender No. BHEL/HWR/CDX/ENQ/1617-013 Dated 14/09/2016**

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bids in your price bid format as per Annexure-C only without any deviations / conditions. In case, any deviation/conditions etc. is observed in the Price bids, the same (deviation/conditions etc.) shall not be entertained/considered by BHEL.

It is being confirmed that we have sufficient number of axles, pullers and will be able to place suitable capacity of required number of axles & pullers to lift the consignments. We also confirm fitness validity of axles and prime movers during currency of contract.

Thanking you,

Yours faithfully,

ANNEXURE-E

Freight Bill Performa

TENDER NO. : BHEL/HWR/CDX/ENQ/1617-013
Dated 14/09/2016

Name of Transporter : _____ Bill No.

Full Address : _____ Date.

Pan Number: _____

Service Tax Regn. Code: _____

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

We hereby submit our Bill for Transportation of your goods.

| S. N. | C-Note No./ Material Receipt Date | GR. No. & Date | Name of the consignor /Consignee station | Actual Weight | Distance | Consignment description | Freight charges | PO 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/1617-013 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)

ANNEXURE-G

Details of Prime Movers

(To be filled in accordance with Clause no. 1 of Section-I of Annexure-A)

| SI No. | Owner (*) | Reg. No | HP | Make | Year of Manuf. | Notarized RC copy, Attached (yes/no) | Page No. in the bid | Fitness Certificate Attached (Yes/No) | Page No. in the bid | Fitness valid Up to |
|--------|-----------|---------|----|------|----------------|--------------------------------------|---------------------|---------------------------------------|---------------------|---------------------|
| 01 | | | | | | | | | | |
| 02 | | | | | | | | | | |
| ... | | | | | | | | | | |

(*) Owner will be considered only as per clause. No. 1 of Annexure-A

ANNEXURE-H

Details of Axles

(To be filled in accordance with Clause no. 1 of Section-I of Annexure-A)

| Sl.No | Owner (*) | Axle Reg. No. | Chassis No | Registered capacity per axle (in MT) as per Gazette | Load carrying capacity per axle (in MT) | Gazette page No. in the bid | No of Axles | Notarized RC Copy, Attached | Page No. in the bid | Fitness Certificate Attached | Page No. in the bid | Fitness valid Up to | Year of Manufacture | Make |
|-------|-----------|------------------|------------|--|---|--------------------------------|-------------|-----------------------------------|------------------------|------------------------------------|------------------------|------------------------|------------------------|------|
| 1 | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | |
| ... | | | | | | | | | | | | | | |

(*) Owner will be considered only as per clause. No. 1 of Annexure-A

ANNEXURE-I**PRE BID TIE UP**

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

This Agreement is Made and executed in this day of _____ by and between (1) M/s _____ (The first Part hereinafter referred to as BIDDER which expression shall include its successors, administrations, executors and permitted assigns) a company incorporated under the company's Act 1956 having its registered office at _____ and (2) M/s _____ (The Second Part hereinafter referred to as ASSOCIATE or ASSOCIATES and shall include its successors, administrations, executors and permitted assigns), a company incorporated under the company's Act 1956 having its registered office at _____.

WHEREAS M/s Bharat Heavy Electrical Ltd., A Government of India Undertaking, has issued a Notice Inviting Tender no. _____ dated _____ inviting bids for undertaking the work of _____ at _____ (herein after referred to as the said work);

WHEREAS, the said NIT enables a BIDDER to pool his and his ASSOCIATES' resources & experience to match the requirements of the NIT and for execution of the contract;

AND WHEREAS, the BIDDER does not have the qualification in isolation to match the requirement of the tender but can meet the same by pooling in the resources and experience of his ASSOCIATE or ASSOCIATES;

AND WHEREAS, the BIDDER is willing to utilize the resources and experience of the ASSOCIATES for the purpose of bidding, and executing the contract if awarded;

AND WHEREAS, the ASSOCIATES are agreeable to offer their equipments, resources, experience and assistance to the BIDDER for the execution of the contract, if awarded;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS –

1. The ASSOCIATE permits the BIDDER to show his finance, tools, plants, tractors, trailers, other transportation equipment, measuring & monitoring equipments (MMES), men and machinery etc. and experience (barging only) as part of the resources available to the BIDDER.
2. The ASSOCIATE undertakes to offer full co-operation to the BIDDER in the execution of the contract, if awarded.
3. The BIDDER agrees to undertake full responsibility towards M/s Bharat Heavy Electricals Limited for the performance of the contract and shall individually remain answerable and liable to them without shifting any such liability upon the ASSOCIATE.
4. Nothing contained in this agreement shall constitute or be deemed to constitute a partnership, or joint venture between the Parties hereto and neither of the Parties shall have any authority or power (and shall not represent themselves on having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of the other Party. The relationship between the parties shall be strictly temporary and nothing contained herein is intended, nor shall it be construed as creating or requiring any other on going or continuing relationship or commitment between the Parties.
5. The BIDDER shall not be liable to the ASSOCIATE for the failure to obtain the Contract or for loss of contract or business opportunity, or for any indirect or consequential loss or damage.
6. It is agreed between the parties here that all the consequences liabilities etc. arising out of any default in the due execution of the said works shall be borne by the BIDDER.

In WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____ (Place)

WITNESS FOR.

1. Name (First Party)
2. Official Address

WITNESS FOR.

1. Name (Second Party)
2. Official Address

ANNEXURE-J

Details of Experience (By Road Transportation)

(To be filled in accordance with Clause no. 6.1 of Section-I of Annexure-A)

| Sl. No. | LR no. and date | Description of the consignment | Weight (In MT) | From | To | Date of execution | Distance Travelled | Whether WO / Contract agreement attached (yes/no) | Whether completion certificate from the customer /GR-LR attached with receipt (yes/no) | Customer name, email and address with telephone Number | Page No in the offer |
|---------|-----------------|--------------------------------|----------------|------|----|-------------------|--------------------|---|--|--|----------------------|
| | | | | | | | | | | | |
| 01 | | | | | | | | | | | |
| 02 | | | | | | | | | | | |

ANNEXURE-K

Details of Experience (If opting for Multimodal Mode of Transportation)

(To be filled in accordance with Clause no. 6.2 of Section-I of Annexure-A)

| SL. No. | Description of the consignment | Name of Barge owner | Name of Tug owner | Weight (MT) | From (Port of loading) | To (Port of discharge) | Month /year of execution | Whether WO / Contract document attached (yes/no) | Whether completion certificate from the customer attached (yes/no) | Customer name, <u>email</u> and address with telephone Number | Whether approved towing plan for consignment attached (yes/no) | Page Nos in the bid |
|---------|--------------------------------|---------------------|-------------------|-------------|------------------------|------------------------|--------------------------|--|--|---|--|---------------------|
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |

ANNEXURE-L**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

..... (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART.

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:-

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/Contractors/Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

8.1 The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. Sh. V.V.R. Sastry has been nominated as IEM for this contract. His address is as below:

Mrs. Pravin Tripathi,

D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110 068

Tel:- +91 11 29533206 / 29531715.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place ----- Date -----

Witness:
(Name & Address)

Witness:
(Name & Address)