

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt of India Undertaking)****Regional Operation Division****Ph No.9619422502, e-mail: finmsrodnum@bhel.in, website: www.bhel.com****TENDER NO. RE/MUM/IMP/ED-2001 Date 10.06.2020****NOTICE INVITING TENDER (NIT)**

SL	Description	Details
1	Scope of Work	Collection, Tarpaulin covered transportation and safe delivery of PV Modules from various CFS of Nava Sheva port by engaging suitable 40 Ft Trailers (Carrying capacity upto 22 MT) to GSECL Ragahnesda & Dhuvaran projects Gujarat
2	Quantity	350 number of 40 Ft Trailer Vehicles (approx)
3	Per day Vehicle to be placed by each contractor	10 to 15 Vehicles/Trailers per day by each vendor.
4	Work Distribution	(60% L1 and 40% L2).
5	Last date of receipt of filled-in Tender / Offer	13.06.2020/17.05 Hrs
6	Date & Time of opening of techno-commercial bid (Part-I)	13.06.2020/17.05 Hrs
7	Date & Time of opening of Price Bids (Part-2)	Shall be intimated later to technically qualified bidders
8	Place of opening of Techno Commercial Bids (Part-I)	Through email.
9	Tender Shall be submitted to	finmsrodnum@bhel.in
10	EMD	₹ 2,24,000.00/ (2.24 lakh)
11	BHEL Contact Person	Saket Bharadvaj- 9619422502

Date :
Place :Signature of the Bidder with seal
(Authorized Signatory)

1. LOADING POINT ADDRESS

Various CFS of NHAVA SHEVA.

2. UNLOADING POINT ADDRESS

- i. Dhuvaran, Gujarat -500 km approx (GSECL Solar PV power Plant)
- ii. Raghnesda, Gujarat- 850 Km approx (GSECL Solar PV power Plant)

Distances of unloading points have been fixed by BHEL.

3. DETAILS OF CONSIGNMENTS

Each 40 ft Trailer will carry: 24 pallets (Wt-22MT approx) -Full load in stacked condition G(6 Left+6 Right)+F (6 Left+6 right). Cargo is to be transported in destuffed condition (without containers).

4. Appx no of 40 ft Trailer required for GSECL Raghnesda, Gujarat is 200 numbers.

5. Appx no of 40 ft Trailer required for GSECL Dhuvaran, Gujarat is 150 numbers.

6. No of trailers required are tentative only and BHEL does not provide guarantee either for total no of trucks or site wise trucks as mentioned in sl no 4, 5 above.

7. The tender documents comprise the following:-

(I) EMD: The EMD of Rs. 2.24 lakhs /- to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:
Name: BHARAT HEAVY ELECTRICALS LTD
BANK: CITIBANK, FORT BRANCH
ACCOUNT NO: 0008279012
IFSC CODE: CITI0100000
MICR CODE: 400037002

The EMD should be submitted latest by 15:00 Hrs on due date of tender. The offers without EMD will not be considered for evaluation in the E-Tendering system:

(II) Part-1 – Techno Commercial Bid

- Annexure-T1 : Terms & conditions for finalizing the Contract
- Annexure-T2 : Terms & conditions for submitting the offers
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Techno Commercial PQR

Date :
Place:

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- (III) Part-2 – Price Bid
- Annexure-P1

GUIDELINES FOR OFFER SUBMISSION:

1. Due to Covid-19, lockdown existing and non-availability of proper courier and postal service, BHEL is seeking the offer from all vendors in two-part bid system in soft copies and same can be sent to our company Email ID finmsrodnum@bhel.in in two part bid system i.e. **Technical and price bid in separate email.**
2. Bidder shall clearly mention **Tender Reference No (RE/MUM/IMP/ED-2001), bidder name and type of bid (Techno Commercial Bid or Price Bid) in subject of both emails.** For example a subject for techno commercial bid from M/s XYZ should be RE/MUM/IMP/ED-2001- M/s XYZ- Techno Commercial Bid.
3. Bidder will be solely responsible for submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.

PART-1

TECHNO-COMMERCIAL BID

TENDER NO. RE/MUM/IMP/ED-2001,dt 10.06.2020

ANNEXURE-T1

TERMS & CONDITIONS FOR FINALIZING THE CONTRACT

1. METHOD OF EVALUATION OF TECHNO COMMERCIAL OFFER

- 1.1. No deviation from TECHNO COMMERCIAL terms and condition of tender is acceptable.
- 1.2. If any clarification is sought after evaluation of techno commercial bid, the same will be conveyed to the bidder via Email and bidder has to give clarification (via Email only) within due date mentioned in the Email. Failure to submit clarifications within due date will cause rejection of offer.
- 1.3. The Tender schedule and the total Tender terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.

2. METHOD OF EVALUATION OF PRICES

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

2.1 Prices offered should be FOR basis. BHEL will finalize the rates through price bid opening only (No reverse Auction).Hence bidders are requested to give their best prices at the first instance itself.

2.1. BHEL intends to appoint two (02) contractors.

2.2. Taxes and Duties: The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., **except GST, no extra claim** whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained. Hence while quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST

2.3. BHEL has right to negotiate with parties after opening of price bid.

2.4. In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender

3. RANKING

3.1. The L-1 transporter will be established by BHEL through price bid opening. The Bidder quoting lowest rate (including all taxes, duties, charges, costs, incidentals etc., and excluding GST) will be identified as L1 Bidder.

3.2. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding on all parties.

3.3. The L-1 accepted prices will then be offered to other parties in the order of their standing in price bid (i.e. to L-2, then L-3 & so on). Only on acceptance of offered L1 price (without further negotiation) the other bidders will be considered for awarding the contract. If the original L-2 bidder refuses to accept the L-1 price, it will be offered to the next in the order of their standing until another L1 contractor is shortlisted.

3.4. The division of work among the two transporters to be awarded the contract is detailed in the table below. The final selected two bidders shall be called the 'approved contractors'.

BIDDER	Share of Load (approx)
L1 - Original	60%
L2 – Subject to accepting L1 price	40%

Note: While dividing the load distribution of work as above, if bidder other than L1 are not accepting the L1 offered price, the onus of accepting the entire load rests with L1 bidder

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TERMS & CONDITIONS FOR SUBMITTING THE OFFERS**TENDER RE/MUM/IMP/ED-2001 ,dt 10.06.2020****1. SIGNING THE TENDER DOCUMENTS**

- 1.1. The tender & all other connected documents shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/Bidder-concerned authorized/empowered, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting Tender and all procedures connected with, till finalization and execution of the Contract. Documents to be signed and submitted are tabled below:

In Email having Techno Commercial Bid	<ol style="list-style-type: none">1. Sign and sealed complete Tender document including annexure T-1 to T-52. Duly Filled Techno Commercial Bid (annexure T-5)3. Required supporting documents as per Techno Commercial Bid (annexure T-5)4. Duly signed and sealed compliance certificate on company letter head as per format-A
In Email having Price Bid	<ol style="list-style-type: none">1. Duly filled price bid as per Annexure P-1

- 1.2. Both emails (one for Techno Commercial Bid and one for Price Bid) are to be sent separately.
2. Parties who have been presently or during finalization of this tender put under Hold, De-listed or Banned by any BHEL unit are not eligible to participate in this Tendering process. Also Contractors on whom Show Cause Notice is served & banning action initiated by BHEL are not eligible to participate in this Tendering process. If any offer received from such bidders will not be considered against this tender and will be rejected.

3. VALIDITY OF OFFERS

- 3.1. The rates quoted shall be valid for acceptance for a minimum period of 30(Thirty) days from the date of Tender opening. If bidders indulge in withdrawal of Tender or

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increasing the rates, within this validity period, they will be liable to forfeit EMD amount paid for this Tender automatically.

- 3.2. After price bid opening but before placement of LOA / Order, if any carrier withdraws his offer / varies it any manner within the validity period, BHEL will initiate suitable penal action against the bidder as per the guidelines of Suspension of Business Dealings with Suppliers / Contractors.

4. OTHER CONDITIONS

- 4.1. While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., excluding GST which are incidental for transit and in deploying the vehicles during the operation of Transport Contract.
- 4.2. The rates quoted in the schedules are applicable for the any distance involved from the place of loading to the destination.
- 4.3. All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 4.4. Rates should be quoted as per the Price Bid. Rates quoted in any other format will be rejected.
- 4.5. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 4.6. If a bidder deliberately gives wrong information in his offer or creates conditions favourable for the acceptance of his offer, the BHEL WILL REJECT SUCH OFFER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 4.7. Canvassing in any form, in connection with the tender is strictly prohibited and such offers are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of offers. Should any information found to be incorrect subsequently, at any point of time, the LOA / Contract will be rejected / terminated and the EMD / SD will be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 4.8. Price Variation clause is not applicable in this tender.
- 4.9. Tarpaulin is to be arranged by contracted for covering of goods during transportation.

Date :
Place:

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RE/MUM/IMP/ED-2001 ,dt.10.06.020

TERMS AND CONDITIONS FOR OPERATION OF THE CONTRACT

1. LAWS GOVERNING THE CONTRACT

1.1. The Contract to be operated by contractor with obligation of ensuring compliance the following Acts / Rules and the Acts/Rules implemented / to be implemented by the Govt. of India regarding road transportation as amended up-to-date

- 1.1.1. Motor Vehicles Act, 1988
- 1.1.2. Central Motor Vehicles Rules, 1989
- 1.1.3. Other Central Rules, Notifications
- 1.1.4. Maharashtra Motor Vehicle Rules, 1989
- 1.1.5. Maharashtra Motor Vehicles Taxation Act, 1989
- 1.1.6. Road Transport Corporations Act, 1950
- 1.1.7. Carriage by Road Act, 2007.
- 1.1.8. GST & E-Way Bill regulations
- 1.1.9. Any other relevant law in force

1.2. Transport Carriers/Fleet Owners should ensure that overloading of vehicles is absolutely avoided.

1.3. The Transport Carriers/Fleet Owners, should ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.

1.4. The Contractor is responsible for any cost, either explicit or implied payable en-route and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.

1.5. The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's/CFS/ Site premises and the loss shall be recovered from the Contractor. BHEL will not be responsible for any injuries to the Contractor's personnel inside the company premises.

1.6. MOTOR VEHICLE ACT

1.6.1. As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle

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Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act shall be payable. If any of the issues has not been dealt specifically in any schedule then the same will be decided in line with the provisions of other schedules/terms and conditions dealing with the same issue.

2. TYPE OF VEHICLE TO BE PLACED

- 2.1.** It is the sole responsibility of the Transporter to place and transport the BHEL consignments after covering with tarpaulin. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
- 2.2.** The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original RC Book and Driving License shall be produced for verification.
- 2.3.** BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of consignments. BHEL. Consignments without prejudice or any other rights or remedy, to proceed against the Contractor.

3. LOADING AND UNLOADING

- 3.1.** Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites and will be taken care by the respective Agency. **Transporter scope will not cover Loading & Unloading.**
- 3.2.** However, Loading and unloading at other intermediate places due to transshipment will be the responsibility of the Contractor.

4. DOOR COLLECTION AND DOOR DELIVERY

All dispatches to project site must be door collected / door delivered without any extra charges, at the consignee addresses.

5. GST:

- 5.1.** The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL due to any default of bidder under GST, such implication shall be to Bidder's account.

Date :
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5.2. The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.

5.3. The bidder shall clearly indicate **SERVICE ACCOUNTING CODE (SAC CODE)**, its description and applicable rate of GST in his technical bid.

5.4 **The Contractor has to comply with all rules and regulations relevant to GTA as per GST & E-way bill law in every aspect**

5.5 As per Notification No. 20/2017-Central Tax (Rate) 22nd August, 2017, Goods Transport Agency is having option to opt either 5% GST rate without input tax credit to GTA, which shall be paid by Service Recipient under Reverse Charge Mechanism (RCM) or 12% GST rate with input tax credit to GTA payable under forward charge by GTA. The bidder shall clearly provide option opted and same shall be valid for the said financial year.

5.6 Under GST regime, BHEL has to discharge GST liability on LD/ penalty recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD/ penalty amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

5.7 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

5.8 GST is also applicable for all penalties and same will be recovered from defaulted contractor.

5.9 Any interest or penalty incurred by BHEL on account of non-compliance or non-adherence of GST & E-way bill law by contractor will be recovered from the contractor.

6 PENALTY FOR NON PLACEMENT OF VEHICLES/Trailers

6.1 From the date / time of demand, vehicles will have to be placed by the Transporter within stipulated notice period of 24 hrs (by end of next day).

6.2 Each Contractor has to place minimum 10 vehicles/trailers per day.

6.3 For non-placement of vehicles within stipulated period the **penalty per vehicle per day of Rs 3000 in line with clause 5.6** will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles. Suppose a contractor place only 06 vehicles in a day then total penalty of Rs12,000 (4×3000) shall be applicable for that day.

7 TRANSIT TIME & PENALTY FOR DELAYED DELIVERY

Date :
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7.1 The permissible travel of vehicle per day is given below subject to e-way bill notifications:-

SL No	Destination	Transit Time (days)
1	Dhuvaran	02
2	Raghnesda	04

7.2 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time. Start date of transit time shall be from the next date of GCN/LR/GR date and e-way bill whichever is later. For proof of date of arrival, contractor has to provide proof of date of Gate Entry at Site or certification by any site official.

7.3 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

7.4 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be affected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.

7.5 Delay in delivery beyond average travel per day period as described above, will attract a **penalty of 1% per day of total freight value in line with clause 5.6.**

7.6 Maximum limit of Sum of Penalty of Non placement of vehicle and transit penalty shall be 30% of freight of vehicle.

8 FIXING OF GPS IN THE VEHICLES& PENALTY FOR NON FIXING OF GPS IN THE VEHICLES

8.1 Providing GPS is not mandatory. But it is always preferred to have GPS in the vehicle for easy tracking of vehicles.

8.2 However, wherever the customer insists for GPS the Transporter shall fix GPS at his cost till delivery of the consignments.

9 TRANSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSHIPMENT

9.1 BHEL expects consignments to be transported in the same vehicles without transshipment en route.

9.2 For other categories of vehicles, if transshipment is inevitable en route, the Carrier should inform the BHEL, Mumbai in advance and obtain prior permission. Authorization permitting transshipment shall be attached along with the freight bill for payment.

9.3 The transshipment shall be done in authorized transshipment centres only by deploying crane of suitable capacity and people with technical expertise using the same vehicle category.

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9.4 If consignments are transhipped in same vehicle category without prior permission a **token penalty of 10 % of the freight amount involved in line with clause 5.6**, will be levied.

9.5 WAIVER OF TRANSSHIPMENT PENALTY FOR DESERVING CASES.

For deserving cases such as Accidents / Major breakdowns / Mechanical failures etc., where the vehicles have to be transhipped immediately to clear the traffic or to avoid the public inconvenience or situation that there is no time to get transshipment permission, contractor may apply for penalty waiver.

10 DETENTION CHARGES

10.1 Detention charges shall be paid if the vehicle is detained either at loading point or destination beyond 08 days in total.

10.2 After 8 days the rate of detention charges will be Rs. 2500 /-per day.

10.3 Total detention Charges for both loading and unloading points taking together shall not exceed 30% of the gross basic freight in any case.

10.4 Date of reporting at loading point and the date of reporting of vehicle at the unloading point will be excluded from calculating days for detention.

10.5 If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle

10.6 Detention charges shall be paid on certification of BHEL Executive in case of detention at loading point.

10.7 Detention at unloading points / Sites shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal.

10.8 In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site

In such case the date of arrival of vehicle at Site, based on the GPS report will be considered as the date of reporting at Site for calculation of detention Charges duly certified site Executive / end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by site official / end user.

10.9 DETENTION AT EN ROUTE: If vehicle is detained en-route for want of documents, non-compliance of dispatch documents by BHEL etc., i.e. if detention is attributable to BHEL or Site, detention charges are payable based on the GPS report which shows the waiting / detention period. Wherever GPS is not mandatory then the waiting / detention period will be based on certification by BHEL official.

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- 10.10 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
- 10.11 It is will be responsibility of contractor to coordinate at loading point, enroute and destination to avoid delay. No detention shall be payable due to lack of coordination by contractor.

11 BILLS & PAYMENT

11.1 Submission of freight bills

- 11.1.1 Freight Bills will be submitted after delivery of goods at site. Contractor must have to submit proper acknowledgements of date of unloading of goods at site by consignee **(original copy of Goods consignment note for transporter) along with freight bill.**
- 11.1.2 Bills for minimum 10 vehicles/trailers are to be submitted at a time.
- 11.1.3 The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature, name & seal of consignee's representative receiving the material duly specifying date, and condition of the consignment on delivery.
- 11.1.4 Invoices shall be in name of BHEL, ROD, and Mumbai with GSTN as **27AAACB4146P1ZF.**

11.2 Mode of Payment: All payments to be made to the Transporter shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within 30 days, after receipt of the clear bill in all respect along with consignee's acknowledgement.

11.2.1 LIST OF DOCUMENTS TO SUBMIT ALONG WITH FRT BILL:

- i. Freight Invoice
- ii. Acknowledgement of safe receipts of goods at site
- iii. Copy of e-way bill
- iv. Original GCN (GR/LR)

12 TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:

- 12.1 The Transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- 12.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 12.3 The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.

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

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

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

13 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.

14 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be done by BHEL / sub-vendor at their respective warehouse / loading area. The Transporter shall ensure: -

14.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.

14.2 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter. Transporter has to ensure good quality lashing ropes in sufficient numbers of suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment so that safe transit can be secured.

14.3 The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required.

14.4 To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments.

14.5 Wooden bits must be placed in between if materials are stacked.

14.6 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.

14.7 Complaints of unsatisfactory packing or lashing will be viewed seriously. Transporter has to ensure proper loading and lashing before departure and any complaint regarding this after departure from loading point will not be entertained.

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15 SAFETY CUSTODY OF CONSIGNMENT:

- 15.1 The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 15.2 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.
- 15.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 15.4 Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 15.5 Transporter shall NOT auction the material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.

16 STATUTORY OBLIGATIONS OF TRANSPORTER:

- 16.1 The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 16.2 The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.
- 16.3 The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 16.4 The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act

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1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

- 16.5 Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Transporters; the Transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

17 ROUTE, SURVEY, PERMIT etc.

- 17.1 All consignments should be transported through the shortest route established / declared by BHEL and transit time calculation will be calculated from the same.
- 17.2 Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency or authorized personnel.
- 17.3 It is the responsibility of the Carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.
- 17.4 In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the statutory authorities concerned for transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of Transport Carrier. The Carrier shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.
- 17.5 The Transporter shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the Carrier's vehicle / consignment, the Carrier alone shall be liable for its indemnification.
- 17.6 The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost. If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL.
- 17.7 All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

18 INSURANCE COVERAGE AND CLAIM

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- 18.1 Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the goods consignment note (GR/LR). However, Transporter will be responsible for any external damages as per Carriage by Road Act 2007.
- 18.2 The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the contractors of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007 as amended up to date.
- 18.3 Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 18.4 The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
- 18.5 Damage / Loss:
- 18.5.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform BHEL within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to BHEL.
- 18.5.2 On receipt of this information, BHEL will assess the value of damage / shortage after which further action will follow including penalty.
- 18.5.3 In case Site cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Carriers and BHEL shall process the bills accordingly.
- 18.6 Open Delivery: In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.
- 18.7 Non-acceptance of insurance claim lodged by BHEL and Contractor responsibility: Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However, Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done in line with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be,

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within 30 days from the date of such communication received from BHEL for compensation.

18.8 Accidents:

18.8.1 All accidents at any point shall be reported to BHEL in writing through mail immediately within two days followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

18.8.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of BHEL. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted.

18.8.3 No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.

18.8.4 The freight payment up to the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters this payment is to be considered only in the case of the Carrier complying with the above two accident clauses. Vehicle detention is not payable in any case of accident.

19 EARNEST MONEY DEPOSIT (EMD) and SECURITY DEPOSIT (SD)

19.1 EMD: The bidder has to submit Earnest Money Deposit (EMD) along with their offer.

Electronic Fund Transfer credited in BHEL Account (before tender opening). Bids submitted without EMD will be rejected out rightly and their offers will not be considered for further evaluation.

19.2 SECURITY DEPOSIT: Successful bidder shall submit 5% of the total contract value as security deposit within three days of issue of LOA for the contract.

19.3 Security deposit may be made in any of the following forms:

- i. Electronic Fund Transfer in favour of BHEL.
- ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii. 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).
- iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the

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security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

19.4 Securities/ BG's shall be released after three(3) months of successful execution, completion of the contract and upon fulfilment of all contractual obligations.

19.5 The Security Deposit shall not carry any interest.

19.6 BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

19.7 All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

20 GOODS CONSIGNMENT NOTE

20.1 G.C. Note (LR/GR) issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.

20.2 Once G.C. Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment.

20.3 The G.C. Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note.

21 DESPATCH & ENROUTE DOCUMENTS

21.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en-route for want of these documents. Any detention on this account will be the Carriers responsibility.

21.2 If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc.

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are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.

- 21.3 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.

22 ESCORT FOR CONSIGNMENTS:

Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.

23 INDEMNITY:

- 23.1 The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.

- 23.2 The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.

- 23.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-

- i. Observance of Labour & Industrial Laws.
- ii. All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- iii. Documentary compliance relating to freight billing.

- 23.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

24 ARBITRATION:

- 24.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.

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- 24.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 24.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.
- 24.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 24.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 24.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 24.7 In case of contract with Public Sector Enterprise (PSE) or a Government Department: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

25 RIGHTS

- 25.1 BHEL may enter into parallel Contract simultaneously other than this Tender / Contract with any number of Transporters as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules / vehicle categories.
- 25.2 In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- 25.3 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding

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payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition, BHEL, Mumbai has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.

- 25.4 The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However, hiring of vehicles and services from other agencies/ Transporters is permitted.
- 25.5 No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters
- 25.6 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- 25.7 It is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
- 25.8 BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.

26 BHEL'S FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

27 BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

Carriers may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".

28 EMS, SECURITY AND SAFETY REGULATIONS

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Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of Transporter.

29 MICRO & SMALL ENTERPRISES (MSE)

29.1 The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

29.2 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.

29.3 The definition of MSEs owned by women Entrepreneurs is clarified as under:

- i. In case of proprietary MSE, Proprietor shall be woman.
- ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
- iii. In case of private limited companies, at least 51% shall be held by Women Promoters.(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)

29.4 In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price. In case of more than one such MSE, the supply shall be shared proportionately.

29.5 "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or UdyougAadhar No along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders.

29.6 In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.

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29.7 The sub-categories: (a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by other than above two categories. The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands within range of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.

30 Risk Purchase:

30.1 BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

30.2 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.

30.3 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.

30.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

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ANNEXURE-T4

RE/MUM/IMP/ED-2001 ,dt.10.06.2020

GENERAL TERMS & CONDITIONS OF THE CONTRACT

DEFINITION: - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

1. The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
2. The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
3. The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
4. "The Officer-In charge" means, the Officer deputed by the BHEL, to supervise the work or part of the work.
5. "Approved" and "Directed" means, the approval or direction of BHEL executive deputed for the particular purposes.
6. "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company authorized to invite tenders and enter into contract for works on behalf of the Company.
7. The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

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8. A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
9. A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
10. A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
11. **HEADING TO THE CONTRACT CONDITIONS:** -The heading to these conditions shall not affect the interpretations thereof.
12. **WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
13. **CANCELLATION OF CONTRACT FOR CORRUPT ACTS:-** BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall :-

- 13.1. Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
- OR
- 13.2. Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.
- OR
- 13.3. Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

14. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

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- 15. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
- 16. RECOVERY FROM CONTRACTOR:-** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.
- 17. POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.
- 18. FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the BHEL Executive subject to prompt notification by the contractor.
- 19. LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

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ANNEXURE-T5

RE/MUM/IMP/ED-2001 ,dt.10.06.2020

TECHNO COMMERCIAL PQR

The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the offer submitted by the bidders, who are not complying with the PQR, in full.

All the supporting documents enclosed shall be duly self-attested by the bidder concerned.

All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the carrier from Contract, legal action, forfeiture of EMD / SD etc.,) will be initiated against such Carriers as per the Rules and Guidelines prevailing in BHEL.

Techno- Commercial Bid **(to be filled in by the Bidder)**

Important: All the points of the statements to be adequately substantiated invariably with documentary proof thereto. Non-compliance of this requirement shall be deemed fit to reject the offers.

SL No.	Particulars	To be submitted/Mentioned by tenderer
1	Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tendering Process. Wherever "Companies Act 1956" is applicable the Company shall be registered in line with "Companies Act 1956".	Registration Documents to be submitted as per annexure-1
2	Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid	Copy of IBA Certificate to be submitted

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	and shall also ensure that the same is valid throughout the currency of the contract.	
3	Contractor shall be financially sound and should have a minimum of an Average Annual Turnover of Rs 35 lakhs in the last 3 financial years i.e. 2016-17, 2017-18 & 2018-19	Copy of CA certificate/ Audited P& L statement to be submitted.
4	Bidder must submit proof of having have successfully executed domestic road transport contracts last 7 years (ending last day of month previous to the one in which the tender was due for opening) as per following: (i)Three contracts of value not less than Rs 45 Lakhs each OR (ii)Two contracts of value not less than Rs 56 Lakhs each OR (iii)One Contract of value not less than Rs 90 Lakhs	Copy of work order and completion certificate is to be submitted. Customer details like e-mail and telephone number of the concerned official is also to be furnished for verification of work order and completion certificate.
5	The Bidder should have CERTIFICATE OF REGISTRATION as per Carriage by Road Act 2007	Copy of the valid registration certificate to be submitted
6	PAN copy	to be submitted
7	GST Certificate	to be submitted
7a	GST DETAILS	OPTION: GST OF 12% BY GTA WITH ITC OR 5% RCM WITHOUT ITC SA CODE: DESCRIPTION OF SAC: APPLICABLE RATE:
8	EMD	Copy Of Receipt Of NEFT Submitted or UTR
9	Address for Communication	
10	Email id of Owner/Proprietor/ Partner/ MD/Director	1. 2.
11	Mobile Number of Owner/Proprietor/ Partner/ MD/Director	1. Mobile No.. Name :..... Designation..... 2. Mobile No..

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		Name :..... Designation.....
12	Power of Attorney of Signing Authority	to be submitted
13	Penalty Clause as per tender	Agreed
14	Self-certification that the company is not banned by BIFR and no insolvency process	Self – certification on company letter head to be submitted
15	Self – certification that company is not banned by BHEL	Self – certification on company letter head to be submitted
16	MSME certificate if applicable	MSME document to be submitted
17	No deviation certificate	No Deviation certificate to submitted on company letter head

Annexure-1 Details of Proof to be submitted for SI No 1 of Techno-commercial Bid

SL	Type of Organisation	Documents to be submitted (Self-Attested)
1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
2	Partnership	Registered Partnership Deed and (Trade License / GST registration)
3	Private Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
4	Public Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
5	Public Sector / Govt. org.	Certificate of Registration/Memorandum of Association & Articles of Association

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

FORMAT-A

<To be typed in Bidder's letter head>

RE/MUM/IMP/ED-2001 DTD 10.06.2020

COMPLIANCE CERTIFICATE

This is to declare that we do not have any deviations to the tender terms and conditions as per the following: -

AA. Covering letter : **RE/MUM/IMP/ED-2001 DTD 10/06/2020**

BB. Part-1 – Techno Commercial Bid

- Annexure-T1 : Terms & conditions for finalizing the Contract
- Annexure-T2 : Terms & conditions for submitting the offers
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Techno Commercial PQR

CC. Part-2 – Price Bid

The price bid comprises the following documents: -

- Annexure-P1 : Price bid proforma

And accordingly we accept all the Terms and conditions of TENDER NO. RE/MUM/IMP/ED-2001 ,dt.10.06.2020 without any reservations whatsoever.

We also unconditionally agree to all the terms and conditions of the tender and no new condition(s) is imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such conditions would be ignored by BHEL and only the price will be considered for the purpose of evaluation.

Yours faithfully

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

PART-2

Annexure P-1

PRICE BID

RE/MUM/IMP/ED-2001 ,dt. 10.06.2020

Scope: Collection, tarpaulin covering, transportation and safe delivery of PV Modules from Various CFS of Nava Sheva port by engaging suitable 40 Ft Trailers (Suitable to carry 22MT) to GSECL Dhuvaran/ Raghanesda project Gujarat.

SL No	Type of Vehicle / Dimensions	No. of vehicles/ trailers	Rate Per Vehicle/Trailer (₹) Excluding GST
1.	Freight rate for 40 ft Non-ODC Trailer for Raghanesda Gujarat	200	In figures..... In words.....
2.	Freight rate for 40 ft Non-ODC Trailer for Dhuvaran Gujarat	150	In figures..... In words.....

Note: 1. Bidder has to quote per vehicle rate based on approximate distance fixed in tender as well as his own calculation hence no extra payment will be made in case of change of distance due to route variation of any reason whatsoever.

2. No of vehicles mentioned in price bid are tentative only. Bidders are requested to quote accordingly.

3. No additional charges shall payable.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)