

BHEL RANIPET
TRANSPORT CONTRACT FOR TRANSPORTING CONSIGNMENTS FROM BHEL RANIPET TO NORTH
KARANPURA PROJECT SITE, JHARKHAND STATE
TENDER REF: 9850020E dt. 02.03.2016



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant, Ranipet – 632 406

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Website : www.bhel.com

WORKS CONTRACT MANAGEMENT

**NOTICE INVITING TENDER FOR POINT TO POINT TRANSPORT
CONTRACT FROM BHEL,RANIPET TO NORTH KARANPURA
SITE,JHARKHAND STATE. FOR A QUANTUM OF 16700 MT , CONTRACT
PERIOD TWO YEARS**

NIT REFERENCE : 9850020E dt. 02.03.2016

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**SECTION AA
 SPECIAL INSTRUCTIONS TO THE BIDDERS**

1. Association, cartel formation etc:

- a. BHEL, Ranipet, herein after referred to as BHEL does not encourage formation of any Association of carriers , Brokers, commission agents etc. for the purpose of all issues related to this tender and the contract(s) awarded against this tender.
- b. Formation of any cartel among the bidders is detrimental to the success of this tender. Any such cartel formation in order to manipulate the rates & load sharing will be viewed seriously and dealt with by BHEL according to the stipulated Guidelines, Policies and Acts
- c. Formation of cartel among bidders is considered as an effort undertaken by such group of bidders to sabotage the tender and hence all members of such cartel will be banned from doing business with BHEL Ranipet as well as with other branches / units of BHEL.
- d. Formation of cartel is punishable under the act, Competition Council Act. Accordingly appropriate action will be initiated against such cartel.
- e. Canvassing in any form, in connection with this tender is strictly prohibited and such bids are bound to be rejected.

2. Credibility of information:

- a. If an applicant deliberately gives wrong information in his application or creates conditions favourable for the acceptance of his application, then BHEL will reject such an application at any stage and take very severe action as per BHEL procedure/ guidelines/ practices.
- b. All information furnished by the bidder is taken to be authenticated by the Bidder, for evaluation of the bids. Should any information found to be incorrect subsequently, at any point of time, the Bid / Contract shall be rejected / terminated and the EMD / SD shall be forfeited and BHEL shall take very severe action as per BHEL procedure/ guidelines/ practices.. Further Risk contract will be operated and the losses incurred by BHEL be recovered from such bidder / contractor.

3. Reporting fraud:

- a. The bidder / contractor along with their representatives 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.
- b. As per BHEL's Fraud prevention Policy, Nodal officers were nominated by BHEL Management. The details of such Nodal officers are furnished below:

Name	Designation	E-mail	Phone (Office)
C.V.Rajagopal	GM - NP, P&D, Engineering	cvr@bhelrpt.co.in	04172-284641
Cyril R Fernandez	GM - MM	cyril@bhelrpt.co.in	04172-284450
P. Ramaswamy	GM - Operation	pram@bhelrpt.co.in	04172-284574
S. Anilkumar	GM – C&M	sanil@bhelrpt.co.in	04172-284681
C. Ramiah	AGM – HR&IC	cramiah@bhelrpt.co.in	04172-284622
V. Mohan	AGM - Finance	vmohan@bhelrpt.co.in	04172-284518
B. Srinivasa Rao	AGM – Quality	bsrao@bhelrpt.co.in	04172-284945
B. Ezhilmaran	AGM – OS	ezhil@bhelrpt.co.in	04172-284067
M. Vijayakumar	AGM- HSE & P&MS	vijay@bhelrpt.co.in	04172-284618

- b. Any bidder / contractor who come across any fraudulent behaviour of BHEL's employees may communicate the same to any / all of these Nodal officers.
4. **Protection under Law:**
- a. Any bidder if prevented from submitting their bids by any other person / bidder / carrier may report the same to BHEL Ranipet so that BHEL may take appropriate action with Law enforcing authorities and provide appropriate protection to such bidders, **since** preventing bidders from submitting their bids is considered as an act committed against the interest of BHEL.
- b. Any bidder/ contractor if harassed / threatened by any other person / bidder / carrier may report the same to BHEL Ranipet so that BHEL may take appropriate action with Law enforcing authorities and provide appropriate protection to such bidders.
- c. Further, criminal action will be initiated against those who create obstructions to trouble free processing of the tender and smooth execution of the contract.
- d. For the information of the bidders / contractor(s), the address of nearest Police Station is furnished below:
Sub Inspector of Police,
SIPCOT,
Ranipet, Vellore District,
Tamilnadu 632403
5. **Suspension of Business Dealings:**
- a. The details regarding Suspension of Business dealings with bidder / carrier are elaborated under Section AZ
- b. Any bidder / carrier indulging in any activity which is detrimental to BHEL Ranipet as described in Section AZ , will be dealt in accordance with the details furnished in Section AZ
- c. Submission of fake / forged documents, furnishing incorrect information etc. will results in the rejection of bidder's offer and in the case of contract will result in cancellation of the contract. Further the damages caused to BHEL will be recovered from the bidder / contractor. Further appropriate criminal action will be initiated against such bidder / contractor.
6. **Tendering system:**
- a. BHEL does not recognize any Association or cartel and strongly believes in tendering system for finalizing contracts.
- b. Also BHEL believes in processing the tenders in fair and equitable manner, giving equal opportunity to all eligible bidders to participate in the tender.
- c. The tender will be processed and finalized by BHEL following all rules, regulations, policies and guidelines applicable for Government organization.
- d. Hence bidders are instructed not to fall into the prey of any Association or cartel that may likely to exist.
- e. **Quoting best lowest rate and the sanctity of the L1 status.**
Quoting the lowest best rate is a must against this Tender. However, Transporters are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the tenure of the Contract. During the tenure of the Contract, if any such Transporter who have quoted/accepted the lowest rate, do not place the vehicle as per BHEL's requirement against demands or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against those Transporters.

7. E-Procurement:

- a. In order to process the tender in fair and transparent manner, this tender will be processed through Electronic Procurement System (EPS) only.
- b. Further, adopting e-Procurement will provide protection to the bidders since the bidders need not have to visit BHEL Ranipet personally to submit their offer.
- c. It is brought to the notice of all bidders that they must have Digital Signature facility in order to participate in the e-Procurement system. If any of the bidders who is willing to participate in the tender does not have the Digital Signature facility, they are requested to obtain the same from the concerned authorities well in advance so that they can submit their bids in time in the e-Procurement system.
- d. The bidders are instructed to make sure that they have the required access to the e-Procurement system being operated by BHEL through their service provider. If any bidder does not have access to the e-Procurement system operated by BHEL (through their service provider), they are instructed to register themselves in the e-Procurement system and obtain required access control through User Id & password.
- e. The bidders are instructed to familiarise themselves on e-Procurement system so that they may not face any problem while submitting their bids.

8. Reverse Auction:

- a. The price bids will be finalized through Reverse Auction process. Details regarding Reverse Auction process are furnished in Section AJ.
- b. The bidders are instructed to go through the Reverse Auction procedure thoroughly and make themselves familiar with the process.

9. Tender submission and Opening:

- a. The bids submitted by the bidders will be opened through e-Procurement system.
- b. The date and time of bid submission and the date and time of bid opening are furnished in Section AC
- c. The bidders are advised that they take utmost care in submitting the bids well within time without waiting for last moment, so that they may not experience any trouble in submitting their bids, due to any unexpected technical snag.
- d. Any offers received beyond the due date/time as mentioned above will not be considered for evaluation.

10. Infrastructure for submitting the bids through E-Procurement & Reverse Auction system

- a. The bidders are instructed to make ready all required infrastructure, communication facilities so as to make them prepared for submitting the bids through e-Procurement system and to participate effectively in the Reverse Auction process.

11. Treatment of Suspended Bidders / contractors:

- a. Transporters who have been presently put under Hold by BHEL Ranipet or De-Listed by BHEL Ranipet or Banned by BHEL Ranipet or any other BHEL unit / office are not eligible to participate in this Tendering process. The offer submitted by such Carriers will not be considered against this enlistment and will be rejected.
- b. During the Tender finalization process also, if any bidder is put under Hold by BHEL Ranipet or De-Listed by BHEL Ranipet or Banned by BHEL Ranipet or any other BHEL unit / office, then the Bids of such Carriers will be rejected and tender will be finalized without considering their Bid.

12. GENERAL INSTRUCTIONS:

- a. All entries / documents / data etc. may be clearly furnished without any ambiguity.
- b. The bidder shall fill in all the required particulars of the bid documents and also sign on each and every page of the bid documents before uploading through EPS..

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- c. Should a Bidder find discrepancies or omissions in the bid documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his Tender in time **through EPS** mode only. Submission of hard copy will not be entertained.. **(No extension of time shall be given for submission of the application on any account)**
- d. Conditional offers / bids, bids which are incomplete or otherwise considered defective with respect to Tender Terms & conditions and bid not in accordance with the Terms & Conditions herein contained and the Bid not in original shall be rejected, out rightly, at any point of time during the evaluation process.
- e. Should a Bidder or in the case of a firm or company of Applicant/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Bid, failing which the Bid may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- f. The Bid and the total Tender / Contract terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.
- g. In the event of contradiction between various clauses in this tender specification, the most onerous in the opinion of BHEL will prevail.
- h. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- i. The rates shall be quoted only in the Price Bid, both in words and figures. If there is a discrepancy between word & 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.
- j. The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Pre Qualification Requirement, Techno-commercial offer, Price Bids, Terms & Conditions etc.) before submitting their Tenders through EPS.
- k. During the course of finalization, if the prices offered by L1 Bidders are found to be unrealistic, unworkable, illogical, absurd, gross errors with respect to BHEL's estimate, Price Index as published by Office of the Economic Adviser- Ministry of Commerce, General Market rate prevailing, rates obtained by other BHEL Units for similar scope of Transport Contract and also such act of the Carrier appear to be intentionally done with a view to sabotage/vitiate BHEL Tendering process and force BHEL to re-float the Tender, then BHEL will exercise their right to reject the offer of / remove such L1 Bidders, rate schedule wise from the respective list of Carriers and finalize the Tender with other Carriers responded & place Contract accordingly. In such case, BHEL will also demand explanation and if BHEL is not justified with explanation submitted it will be construed that they offered the rates with an ulterior motive to sabotage BHEL Tender process/ tamper Tendering procedure, affecting ordering process. In such cases, BHEL may also exercise their right to take appropriate action in line with the procedure /guidelines on suspension of Business dealings with Suppliers/ Contractors. Hence the bidders are to exercise abundant care in submitting their offer with genuineness
- l. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- m. 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.
- n. In case BHEL find/ notice that Carriers join together, form cartel, or influence others / new Carriers to submit offers in their favour, then BHEL will exercise their right to take severe action against such Carriers including legal action & permanent blacklisting / banning of such Carriers for BHEL's Business

13. SIGNING THE BIDDING DOCUMENTS

- a. The application & 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.
- b. In case of Single Ownership / Proprietorship establishment, the Tender shall be signed by the Owner / Proprietor Only. For this purpose, relevant documentary proof such as Auditor's Letter / Company Registration Documents etc., for proof of Ownership / Proprietorship shall be enclosed.
- c. In case of a Company, relevant extracts of AOA and /or MOA and /or copies of Board resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.
- d. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Transporter authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- e. A copy of the Partnership Deed and/or a copy of the Power of Attorney with self certification shall accompany the Tender.
- f. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable.
- g. All above documents shall be scanned and uploaded through EPS.

14. Adoption of Integrity Pact:

- a. BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors BHEL's partners in progress and to reinforce this belief BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders/ Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
- b. The Integrity Pact attached with this Tender is an integral part of commercial terms and conditions of Tender & shall be signed by authorized Signatory in all pages with due witness and affixed with official seal and submitted to BHEL along with the offer in token of acceptance of the conditions of the Pact.
- c. The offers of any bidder who have not furnished the Integrity Pact duly signed & stamped by them will not be considered as technically qualified and hence their bids will be rejected and not processed further. Any offer submitted, without attaching the Integrity Pact duly signed and stamped, will be rejected.
- d. Integrity Pact is one of the qualifying / eligibility criteria of the enlistment.
The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender is **Shri D. R. S. Chaudhary**, IAS (Retd.), Flat No. L-202 & L-203 (First Floor), Ansal Lake View Enclave, Shamla Hills, Bhopal-462013 (M.P.), Ph: +91 755 4050495, email: dilip.chaudhary@icloud.com..

SECTION AB

INTENT OF SPECIFICATION, SCOPE OF WORK AND NOTICE INVITING TENDER

1. **BHEL Ranipet's Product profile:**
 - a. BHEL Ranipet, manufactures Boiler Auxiliary components which includes Electrostatic Precipitators, Air Pre Heaters, FANS and Gates & Dampers. Further BHEL, Ranipet is into Flue Gas De-sulphurisation and Water treatment business.
 - b. Various components manufactured at BHEL Ranipet / BHEL's approved contractors' works are stocked at Shipping department of BHEL Ranipet.
 - c. These components / Finished Goods are required to be transported to various project sites of BHEL, where these components are assembled / erected and installed.
2. **Intent of the specification and scope of work:**
 - a. The intent of this specification is to take possession and transport the above mentioned components from the Shipping stock yards of BHEL, Ranipet to **NORTH KARANPURA** project site at the address mentioned below and handing over the same to the consignor mentioned below on **Door Delivery** basis.
 - b. The scope of work is limited to transportation of consignments using suitable Mechanical vehicles having capacity up to 32 MT.
3. **Address of North Karanpura Project site:**

NTPC,NORTH KARANPURA
POST OFFICE- TANDWA
DISTRICT: CHATRA
JHARKHAND - 825321
4. **Details of Consignee:**

GENERAL MANAGER
NTPC,NORTH KARANPURA
POST OFFICE- TANDWA
DISTRICT: CHATRA
JHARKHAND - 825321
5. **Notice Inviting Tender:**
 - a. Sealed Tenders are hereby invited from IBA Approved Transport Carriers for transportation of all consignments, from BHEL to Daripali project site through Road, by engaging suitable Mechanical Vehicles such as Lorries, Taurus and Trailers. The details are given below

SL NO	DESCRIPTION	DETAILS
1	Notice Ref. & Date	9850020E REV.00 dt. 02.03.2016
2	Scope of Work	Transportation of consignments through Road, by engaging suitable Mechanical Vehicles such as Lorry, Taurus and Trailers.
 - b. This is only an invitation of Tender and not a Contract

SECTION AC

TENDER SUBMISSION PROCEDURE DUE DATES VALIDITY OF OFFERS, EMD etc.

1. Information related to tendering method:

- a. The tender will be processed through e-Procurement system for bid submission and further processes.
- b. The Price bids will be finalized through Reverse Auction system.
- c. The tender will be processed in two part system. The first part (Part I) is called the techno-commercial bid and the second part (Part II) is called the Price bid. Both parts i.e. Part I and Part II of the bids shall be submitted at the same time.
- d. Submitting bids without any one Part (i.e Part I or Part II) of the bid will be considered incomplete bid and hence will be rejected.
- e. Submission of incorrect bid or incomplete bid or partial bid will be liable for rejection of such bid.
- f. The techno-commercial bids of the bidders who do not meet the **Pre-Qualification Requirement** will be rejected and will not be proceed further-
- g. The price bids of only the bidder who meets the Pre-Qualification Requirement and techno-commercially accepted bidder will be opened through **Reverse Auction system**. The price bids of those bids which are rejected on Pre-Qualification Requirement and / or technical / commercial reasons will not be processed further.
- h. The details of bid opening are as follows:

SL NO	DESCRIPTION	DETAILS
1	Last date of submission of bids (Part-I & Part II)	14:00 hrs on 18.03.2016
2	Date & Time of opening of Techno-commercial bids (Part-I only)	14:30 hrs on 18.03.2016
3	Date & Time of opening of Price Bids (Part-II)	The date/time of opening of Price Bids will be informed to all the techno-commercially qualified carriers at a later date by BHEL.

- i. The bid shall be submitted duly enclosing **Earnest Money Deposit (EMD)** as follows:-
 - j. **There is no fee applicable** towards purchase of Tender documents. BHEL will not issue any hard copy of Tender documents. Bidders have to download the Tender documents free of cost from the websites of BHEL, NIC & CPPP and EPS system of service provider.
2. EMD of **Rs. 2,00,000/-** (Rupees Two Lakhs Only) separately by way of Demand Draft in favour of **“Bharat Heavy Electricals Limited, Ranipet”** payable at Ranipet. Scanned copy of DD to be submitted through e-procurement. The hard copy DD shall be sent by **post only** addressed to Manager/WCM/BHEL/Ranipet-632406 so as to reach in time. Handing over of DD in person will not be entertained.

BHEL has now made arrangements for payment of EMD thru' Online.
The steps to make online payment is detailed as below:

- (i) Visit
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
- (ii) Click 'Proceed' button
- (iii) Select '**Tamilnadu**' in the drop down menu under 'State of Corporate/Institution *'

- (iv) Select '**PSU-PUBLIC SECTOR UNDERTAKING**' in the next drop down menu under "Type of Corporate/Institution"
- (v) Click 'Go' button
- (vi) Select '**BHEL BAP RANIPET**' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- (vii) Click 'Submit' Button
- (viii) Select '**EMD**' in the drop down menu under 'Select Payment Category'
- (ix) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- (x) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under e- procurement mode.

The above facility is in addition to the existing method of remitting by DD.

3. Submission of Technical Bid and Price Bid:

- a. It is hereby clarified that this tender documents only invite Bids from various bidders and are not Contract Documents.
- b. All Documents shall be **duly signed & stamped** by the Bidder in all the pages and submitted through e-Procurement in full in token of acceptance of the same through e-procurement
- c. The Transport Carriers are advised to go through the terms & conditions enclosed carefully before submitting their application.
- d. The bids which are submitted-after the due date & due time of tender submission will not be considered for evaluation.

4. Validity of offers:

- a. The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Tender opening. If bidders indulge in withdrawal of Tender or increasing the rates, within this validity period, BHEL will be entitled to forfeit the EMD paid automatically.

5. EMD submitted by the Bidder will be forfeited if:

- a. After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.
- b. If the Tenderer does not commence the work within the period as per LOI /Contract, in case the LOI / Contract is silent in this regard, then it will be taken as -within 15 days- after award of Contract.
- c. After issuance of LOI by BHEL, if the Carrier fails to submit Security Deposit, fails to execute Contract Agreement after award of LOI / Contract,

5. Submission of Techno-Commercial Bid & Price Bid: only through EPS mode.

- a. ~~Normally Couriers / Speed Post etc., deliver the offers to BHEL every by 2.00 p.m only. No delivery is possible on Holidays / Sunday. Hence the Bidders who are sending the offer by Courier / Speed Post etc., are to ensure that it is sent in such a way, it reaches the Tender box before the due date. If this is not ensured such offer become a late offer and the same will not be considered under any circumstances.~~
- b. ~~The bidders are requested to submit the bids duly double punched on the left middle of the papers, and tied with file tag. Bidders are also advised strictly not to submit the bids with spiral binding & hard book binding, as it will hamper the speedy evaluation of the offers.~~

6. Signing the tender:

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- a. The Tender 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.
- b. In case of Single Ownership / Proprietorship establishment, the Tender shall be signed by the Owner / Proprietor Only. For this purpose, relevant documentary proof such as Auditor's Letter / Company Registration Documents etc., for proof of Ownership / Proprietorship shall be enclosed.
- c. In case of a Company, relevant extracts of AOA and /or MOA and /or copies of Board resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.
- d. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Transporter authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- e. A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the Tender.
- f. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the Bidder concerned.

IMPORTANT INSTRUCTION TO TENDERES

The tenderers who have remitted Rs.2.0 lakhs as Earnest Money Deposit(EMD) for any tender in BHEL,Ranipet on or after 29-12-2015 (except those who have already remitted one time EMD of Rs.2.0 lakhs) can be converted as One Time EMD as per BHEL Policy. Based on tenderers acceptance Rs.2.0 lakhs will be retained as one time EMD. Those who accept for One time EMD can participate in any number of tenders in BHEL,Ranipet in all departments without separate EMD for each tender.

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SECTION-AD
9850020E REV.00 dt. 02.03.2016
PRICE BID

Region	Scope	Rate in Rupees per MT	
1	Transportation of consignments from BHEL Ranipet to NORTH KARANPURA Project site ,JHARKHAND.state through suitable vehicle as per BHEL requirement.	(IN WORDS)	(IN FIGURES)

SECTION-AE
PRE-BID CLARIFICATIONS:

1. Clarifications required if any may be obtained from BHEL well in advance through e-Procurement system so that there shall not be any delay in submission of the bids.
2. All clarifications furnished by BHEL will be made available in the e-Procurement system. The bidder is required to update themselves about the latest developments through e-Procurement system.
3. Asking for clarification along with the bid may result in rejection of the bid as the same is considered as an attempt made by the bidder to sabotage the tender..

SECTION-AF
PRE QUALIFICATION CRITERIA

1. **Important Note:**
 - a. The Bidders must comply with all the eligibility criteria mentioned below. Noncompliance of any one of the eligibility criteria will lead to total rejection of the offers submitted by the Bidders, who are not complying with the eligibility criteria, in full.
 - b. **All required documents shall be submitted along with the techno-commercial bid in support of the bidder's claim that his bid / offer meets the Pre-Qualification requirement.**
 - b. **All the supporting documents enclosed shall be duly self-attested by the bidder concerned.**
 - c. All the information furnished / supporting documents enclosed by the Bidders are taken to be authentic for evaluation of Tender. If any information furnished / supporting documents attached are found to be incorrect / fraudulent / forged subsequently, at any later date or during the tenure of the Contract, suitable action viz., delisting, termination of the Contract, legal action etc., will be initiated against such Carriers as deemed fit.
2. **EMD:**
 - a. EMD amount of Rs **2,00,000.00** (Rupees Two lakhs only) by way of Demand Draft/through online shall be furnished by the bidder. The details of the Demand draft /online payment shall be submitted in the e-Procurement system.
 - b. The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of "Bharat Heavy Electricals Limited, Ranipet", payable at Ranipet
3. **IBA Recommendation:**
 - a. The bidder should have an IBA recommendation number on the date of opening of the bid. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this tender. The bids of such bidders who do not have IBA approval number will be rejected.
 - b. If the Bidder is **possessing** IBA approval and if the validity of the IBA is expired (not more than 3 month as on tender opening date) and if the bidder applied for renewal of IBA, such carriers will also be considered for evaluation against documentary proof for submission of application for renewal to the IBA.
 - c. Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA.
 - d. In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated.
4. **Affidavit:**
 - a. Applicant shall ensure furnishing an undertaking in the form of an affidavit on non-judicial stamp paper valued `100/- and duly self-attested by the Bidder.
5. **Eligibility of the Transport carrier:**
 - a. Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tender. The details of the registration are below:-
 - (i) Public Limited Companies – Registered with "Registrars of Companies (ROC)"
 - (ii) Private Limited – Registered with "Registrars of Companies (ROC)"
 - (iii) Partnership Firm – Registered Partnership Deed.
 - (iv) Sole Proprietorship – (i) Business License / Certificate/registration document issued by Sales Tax/Service Tax/Professional Tax authorities (ii) Registration/licensing document issued in the name of the proprietary concern by the Central Government or State Government Authority/ Department, etc. (iii) The complete Income Tax return (not just the acknowledgement) in the name of the sole proprietor where the firm's income is reflected, duly authenticated/ acknowledged by the Income Tax Authorities
 - b. Relevant documentary proof for proof of registration shall be enclosed

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- c. Unregistered Partnership Firms will not be considered. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.
6. **Minimum number of vehicles owned by the bidder.**
The bidder shall own the following number of vehicles to get qualified in this tender:
- (i) Minimum number of Trailers (capacity of **20 MT** and above up to **32 MT**) owned by the bidder : **26 (Copy of R.C.Book (self attested) first page mentioning name of vehicle owner to be submitted)**
 - (ii) The carriers who are **owning 26 or more** trailers in the name of their company (public limited/private limited company) or in the name of partners (in the case of partnership firm) or in the name of proprietor(in the case of sole proprietorship) only are eligible to participate in the tender.
 - (iii) Since approximately 90% of the consignments can be transported by Trailers and the share of Lorry / Taurus consignments is approximately 10%, minimum number of Lorry / Taurus vehicles to be owned by the bidder / contractor is not insisted.
7. **Annual Turnover:**
Average annual financial turnover during last 3 years ending 31.03.2015, should be not less than Rs.3.594 crores.
8. **Similar Work Executed:**
- a. The bidder should have experience of having successfully completed similar works during last 7 years **ending 31.01.2016 should** be either of the following:
- (i) Three similar completed works each costing not less than the amount equal to Rs.4.792 crores.
Or
 - (ii) Two similar completed works each costing not less than the amount equal to Rs.5.99 crores.
Or
 - (iii) One similar completed works costing not less than the amount equal to Rs.9.584 crores.
- b. **Definition of similar work:**
- (i) Similar work, for the purpose of evaluation of bids against this tender, means that the bidder should have executed transportation contract, transporting primarily of fabricated / machined steel consignments by mechanical Trailers, Lorries, Taurus vehicles by road from originating place to destination place..
 - (ii) Transportation by containers (by road or by Railways) or by multimodal transportation of using combination(s) of Railway, Road & water transportation is not considered as similar works.
-

SECTION-AG
DIS-QUALIFICATION OF BIDDERS

The bids / bidder which do not meet the following criteria will be rejected:

1. Which do not meet **any / all** the Pre-Qualification Requirement
 2. EMD as per tender is not submitted,
 3. Which does not comply with the terms & conditions of this tender
 3. Which does not accept for participation in Reverse Auction.
 4. Who accept for Reverse Auction but does not submit on line sealed bid in Reverse Auction within the scheduled time.
 5. Which is not meeting the techno-commercial specification of this tender.
 6. Who does not submit the documents required to be submitted as per tender.
 7. Who form cartel so as to restrict competition
 8. Who attempt to tamper / sabotage the tender
 9. Who prevent other bidders from participating in this tender actively.
 10. The bidder whose business dealings with BHEL was / is suspended by BHEL.
-

**SECTION-AH
PRICING BASIS, PVC, TAXES, DUTIES, OCTROI ETC**

1. **RATE Basis:**
 - a. Rates shall be quoted on “Rate in Rs... per MT ” Basis. (**RATES shall not be quoted on ‘Rate in Rs.... per MT per Km basis**)
2. **Price Variation Clause (PVC)**
 - a. The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel price Variation Clause as given below:-
The freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Diesel cost - i.e. variable cost as detailed below:-
Fixed Cost : 70%
Diesel Variable Cost : 30%
 - b. Whatever increase/decrease in the diesel price, PVC will have to be applied on this variable portion of the freight rate only. For example say the diesel rate is increased/decreased by 5%, then the diesel variable cost alone will be increased/reduced by 5%.
 - c. The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5% from the base/reference diesel rate.
 - d. Revised Rates applicable at the date of Invoice / GC / LR will be considered for freight payment.
3. While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., which are incidental for transit and in deploying the vehicles during the tenure of the Transport Contract . (However Service Tax will be paid by BHEL directly to the authorities. Octroi charges if any paid will be reimbursed subject to the conditions mentioned below)
4. The rates quoted in the Price Bid is applicable for the distance involved from BHEL Ranipet to NORTH KARANPURA project site whose address is indicated elsewhere in this specification. The bidders / carriers shall transport the consignments through National Highways only. However if such National Highways are not available near NORTH KARANPURA Project site, the consignments may be transported through other roads subject to obtaining prior approval from BHEL. The total distances travelled through such deviated route shall not exceed 100 KM. While quoting the ‘rates’, the bidders are required to consider this aspect.
5. The reference diesel rate shall be the actual diesel rate as on date of opening of the Technical Bid. The rates of diesel will be calculated on the basis of the rates at IOCL, Ranipet.
6. Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.
7. The bidders are instructed to go through all clauses of this specification and consider all aspects and quote their rates accordingly.
8. The expenses incurred by the carrier for providing proper lashes and tie ropes shall be borne by the bidder.
9. **Taxes and Duties:**
While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., which are incidental for transit and in deploying the vehicles during the operation of Transport Contract. (However Service Tax will be paid by BHEL directly to the authorities. Octroi charges if any paid will be reimbursed subject to the conditions mentioned below)
10. The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

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11. **On the way (transit) expenses:**

- (i) Any on the way expenses other than “Service Tax & Octroi” charges shall be to the carrier’s account.
- (ii) The expenses incurred towards obtaining PERMIT and any special charges / taxes levied by various state governments shall be included in the scope of bidder and the same will not be reimbursed by BHEL.
 - (iii) Any charges paid by the carrier on account of transshipment en-route shall be borne by the bidder. (However transshipment is permitted only on exceptional basis. The bidders shall obtain prior permission from BHEL for valid reasons.)
 - (iv) The carrier shall take care of all formalities / PERMIT /clearances from various authorities like RAILWAYS, POSTS & TELEGRAPHS, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS/NATIONAL HIGHWAYS, FOREST DEPT. IRRIGATION, POLICE, and REGIONAL TRANSPORT OFFICES etc. for transportation including expenditure for road survey.
 - (v) Any charges paid by the carrier on account of transit detention shall be borne by the carrier and the same shall not be reimbursed by BHEL.
 - (vi) The carriers shall obtain prior permission (PERMIT) from concerned authorities for transporting Over Dimensional consignments / Non Over Dimensional Consignments.
 - (vii) Any penalty charges /fees levied by State/Central governments while transporting Over Dimensional Consignments / Non Over Dimensional Consignments shall not be reimbursed by BHEL.
 - (viii) The carriers shall perform prior route survey, over which the Over Dimensional consignments / Non-Over Dimensional consignments have to be transported, to ensure technical feasibility of the consignment to be safely carried out over that route and to clear while transporting any temporary obstructions as may rise with the permission of authorities concerned. All expenses incurred in this connection have to be borne by the carrier. BHEL will not reimburse any expenses incurred by the carrier towards carrying out these activities. If however any damage to private / public property arises in the course of transportation by the carrier’ vehicle / consignments, the carrier alone shall be liable for its indemnification. The provision of pilot before the main vehicle shall also be to the carrier’s account.
 - (ix) If any diversion becomes necessary en-route for operational reason (with the prior approval of BHEL), no extra charges will be paid by BHEL and all expenses on account of such extra mileage are to the carrier’s account.

12. **OCTROI Charges:-**

- a. Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of Documentary proof identifying BHEL consignments for the payment thus made.
 - b. Octroi Duty if any to be paid by the Carriers on behalf of BHEL will be reimbursed by BHEL on production of the Cash Receipt duly identifying BHEL Consignments or they have to coordinate with BHEL Agent en route near check post for effecting the Octroi payment with relevant documentation. The name, and phone no. of the contact person and address have to be collected at the time of booking the consignment and all documentation (such as road permit, sale in transit etc.) shall be complete before leaving the loading premises. Any laps and latches will be to the account of Transporter for payment of Octroi where ever applicable.
 - c. In the cases where Octroi is paid by the Carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.
-

SECTION-AI
METHOD OF EVALUATION OF OFFERS AND PRICES

1. **Method of evaluation of offer:**
 - a. The offers / bids will be evaluated on 'Total Cost to BHEL **per MT**' basis.
 - b. The price bids of only those bidders whose bid is techno-commercially accepted will be opened
 - c. BHEL do not accept any deviation to the tender specification.
 - d. Offers / bids that deviate from tender specification will be rejected.
 - e. In complete offers / offers with insufficient details will be rejected.
 - f. All bidders are treated equally and equal opportunity will be given to all bidders at every stage of tender processing.
2. **Method of evaluation of Prices:**
 - a. **Price Bid Opening**
 - (i) BHEL will finalize the rates through Reverse Auction. In order to create adequate competition among bidders the number of bidders allowed to participate in Dynamic Reverse Auction will be restricted as specified elsewhere in this specification. Hence Tenderers are requested to give their best prices at the first instance itself.
 - (ii) BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
 - (iii) Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract, despite the price being L1 in the Tender.
 - (iv) In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Open Tender. Alternatively BHEL will exercise their right to resort to refloating of the Tender either as an Open Tender, Limited Tender with required enlisted Carriers or give BHEL's acceptable rate as a counter offer to the Carriers who accept same and award Contract accordingly. This is very much essential in the light of the fact that BHEL's dispatch commitments to the Customer's and to fulfill the commitment to add power to the national grid on time.
 - b. **Ranking**
 - (i) The basic rates i.e. rates for freight including all taxes, duties, charges, costs, incidentals etc., exclusive of Service tax & Octroi will be the basis for deciding the rank of the Bidder in the Rate schedules.
 - (ii) The lowest rate quoted by the Bidder will be identified as L1 Bidder and so on..
 - (iii) In case identical rates are quoted by more than one Bidder , then the selection of L1 Bidder, will be done based on the procedures mentioned elsewhere in this specification.

SECTION-AJ
Terms and Conditions of E-procurement & Reverse Auction

GENERAL TERMS & CONDITIONS OF E-PROCUREMENT
(FOR GUIDANCE TO THE SUPPLIERS)

A] Submission of Offer

a) Invitation for bid

Tenders are invited through electronic mode from eligible suppliers .

The offers shall be posted into the system before the date and time specified in the tender.

The offer shall be sent on single part / two part / three part basis as specified in the main tender document.

Bids shall be submitted through e-Procurement portal, <https://bheleps.buyjunction.in>, of M/s mJunction Services Limited who are our solution provider.

b) Hardware and Software requirements for participating in e-tender

Requirement for participating in e-Procurement is as under:

- i) A Computer with internet connectivity (Internet Explorer Version 7 and above.
- ii) Digital Signature Certificate (Class 3- SHA2-2048 BIT- with both Signing and Encryption component separately).
- iii) JAVA (Version 1.8 Update 45).

c) Instructions for Registered Suppliers

For all types of tenders (Single / Limited / Open) an automated email alert regarding issue of the Tender will be sent by the e-procurement portal to all Suppliers registered with BHEL, Ranipet for the item/s for which the tender is issued.

In case of open tenders, Registered suppliers with registered DSC will have to login with their user id/password & DSC and search for the Open Tender. On clicking the “Interest” button, they will get attached to that particular Open Tender.

Registered suppliers without DSC will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the “New Supplier” button.

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website www.bhel.com → Tender Notifications → Sample Checklist.

A.4) Instructions for new suppliers wishing to bid against open tenders

New, unregistered suppliers wanting to bid against open tender/s will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the “New Supplier” button.

After entering the Income Tax Permanent Account Number (PAN) details and pressing “Enter”, they have to click the “Interested” button against the respective BHEL Unit for which they want to participate in the Open Tender and also fill up other relevant Company information as a one-time activity.

Then, a box for filling in a “preferred login id” will appear at the top of the page. After giving the “preferred login id” and then clicking the “Next” button, Supplier would have to map their DSC (which will be activated

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by M/s mJunction Services Limited), if available. Or else, by pressing “skip” button and selecting relevant procurement category from the list available in the next page and “agreeing” to the BHEL’s terms & conditions, user id and password will be generated/activated once in 2 hours and mailed to their registered email id. Using this user id and password, Supplier has to login and map the Digital Signature Certificate they have purchased to their code. The DSC will then be activated by M/s mJunction Services Limited.

As required by the tender, the necessary documents have to be filled-in online, in the provided template. Additional documents required are to be scanned and uploaded as .pdf file. Suppliers are advised to take note that the maximum space that is provided for uploading the documents that are to be attached is 300 MB. However the size of an individual document cannot exceed 10 MB. For any clarification on submission of offer on line, attention of the Supplier/s is invited to our document “Supplier Manual” hosted in the home-page of the e-procurement portal. During normal business hours, helpline maintained by the service provider mJunction is available for clarifying any doubts of supplier/s. The helpline numbers are 09840704941 or 09500199108.

Typical documents that would be required as part of tender submission would be

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price) as per given format, if any.
- c) **Filled-in BHEL’s Standard Terms & Conditions** as per Annexure enclosed with the Tender Document,
- d) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- f) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- g) Where asked for, **Client list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.
- h) Suppliers can also upload their credentials by way of submission of Performance certificate/s issued by their customer/s detailing the quantity supplied and specification along with the un-priced PO copies and proof of supply along with the offer.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.

Note

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification, such offers would not be considered for evaluation and would be rejected.

Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

- (iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template).

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Offer/s from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN No. 33024364741, CST No. 1141686/01.07.2014, BHEL ECC No. AAACB4146PXM008.

(iv) The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms are to be indicated clearly in the offer.

(vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.

(vii) Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid.

(viii) **Offers sent by FAX / E-mail:** would not be entertained.

Price Bid in conformance with the specification and terms as given in the Un-Priced bid document.

Caution:

The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.

Note

(i) The price break-up should be in line with technical specification / scope of the tender.

(ii) Unless otherwise specified as a part of the tender condition, No Price Variation Clause will be entertained and No advance payment will be made by BHEL.

(iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.

(iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.

(v) The quotation should be valid at least for a period of 120 days from the tender opening date.

(vi) Indian bidders should submit the prices in Indian Rupees only.

B] Opening of Offers

a) **Tenders can be submitted up to 1400 Hours on tender opening due date through EPS mode only. Part I will be opened on the same day at 1430 Hours. Results of the tender opening will be available for viewing for upto 7 days from the date of opening.**

b) Price Bid opening will be done through e-mode / Reverse Auction method (English method) which will be decided after techno-commercial bid evaluation is completed. All tenderers would have to specifically give their acceptance for this in their bid/s.

Note

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.

(iii) Deviations shall be summarized and provided in a “Deviation Statement”, listing the points and the deviation against each point.

(iv) BHEL reserves the right to increase or decrease the tendered quantity and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be as specified in the tender terms.

If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as per tender condition.

(v) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the tendered items as a whole.

C] Evaluation of Offers

a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.

b) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.

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f) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, SNORTH KARANPUR Ard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.

g) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.

h) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.

i) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors.

j) BHEL reserves the right to conduct negotiations on the “Price” and “Other Commercial Terms and Conditions” with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.

k) Terms of payment:

k.1) For Indigenous Suppliers: Unless otherwise agreed to by BHEL, the standard payment terms of BHEL shall be: For non-MSE suppliers 100% payment made directly through EFT within 90 days from the date of receipt and acceptance of materials at BHEL Site or 90 days from the date of acknowledgement of receipt of materials at destination specified. If any supplier asks for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms w.r.t tender terms will be “Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.**

k.2) For MSE vendors (under Micro & Small category alone) 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Site or 45 days from the date of acknowledgement of receipt of materials at destination specified.

i.c) NOTE:

Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing a copy of the acknowledged despatch document (LR/RR/Courier receipt etc.) .

If the Bidder is bidding for the first time and wants to be considered as an MSE then, the Bidder shall submit document evidencing that they are an MSE along with a certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or upload it as a part of the tender document in the e-procurement portal. Where the document is submitted electronically a hard copy shall invariably be sent within a reasonable period (not exceeding 30 days) from the bid opening date for the purpose of BHEL’s records. If the hard copy is not received within this specified time, then the supplier would be treated as a non-MSE. BHEL will not be responsible for any postal / courier / delivery delays.

For approved vendors the status as on the date of the bid opening as available with BHEL Ranipet’s records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

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Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise. Documents submitted after Bid-opening will not be considered in this tender. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

For approved suppliers, in case of any change in the MSE status, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. Similarly if a supplier claims MSE status after the Part I bid opening, then the same would not be considered in the tender.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

Other concessions for MSEs / Reserved sectors

In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time.. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender.

Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender conditions.

ii) m) Any incidence of tax like Income tax, Service Tax and Withholding any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.)

n) The Guarantee period shall start from the “Date of receipt and acceptance of the materials at BHEL Stores.”

E] Liquidated Damages Clause:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of **10%**. The contract delivery date for purpose of L.D is the date of receipt at BHEL Site.. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL’s contract requirements, Unless otherwise specified the LD would apply on the undelivered portion of the contracted items. In the event that a **Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.**

F) Reverse auction (RA) / on-line bidding on internet:

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

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1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2.a. BHEL reserves the right to go for Reverse Auction (RA) instead of opening Part I bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
2. b. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.]
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s sNORTH KARANPURAr practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.

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

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

15. In case BHEL goes for reverse auction & depending on the number of bidders will be limited as per tender condition.,

16. **In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's "Common Guidelines for conducting Reverse Auction (RA)" has been hosted in BHEL's web site www.bhel.com under the links "Supplier Registration Page" and "Tender Notification". All Bidders are requested to visit the link and familiarize themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and understood BHEL's RA procedures and the bid is in agreement with the same.**

1. H] Force Majeure

If at any time during the currency 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, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events 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 or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

I] Cancellation of Order:

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies." BHEL reserves the right to initiate the alternate purchase action at the cost and risk of the erring supplier by issue of a simple notice of intention for the alternate purchase action duly sent by any electronic means and / or by a letter. The cancellation of the order would not be a pre-condition for initiation of the alternate purchase action.

J] Others

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is the tender issuing officer.

b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum.

c) Suspension of Business dealings with Suppliers:

(i) Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

ii) Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender.

d) 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.

e) **Applicability of Integrity Pact:-** Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 5 Crores. Submission of duly-filled & signed BHEL standard format of Integrity Pact (without any deviation) by Suppliers along with the un-priced (Techno-Commercial) bid is pre-requisite condition for evaluation of the offer. Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.

f) The laws governing this transaction shall be the laws in India.

2. g) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the “Rule of Arbitration” of the Indian Council of Arbitration.

The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL’s terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.

TERMS AND CONDITIONS OF REVERSE AUCTION

1. The transport rate will be finalized through Reverse Auction process. Only the price bids of those bidders whose bids were techno-commercially accepted and meet Pre Qualification Criteria will be allowed to participate in the Reverse Auction process. The bidders whose bids are rejected techno-commercially will not be allowed to submit their sealed bid in Reverse Auction process.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of the on line bidding process (Reverse Auction process) on internet. In case of Reverse Auction, BHEL will inform the bidders the details of Service provider to enable them to contact & get trained.
3. The date and time of Reverse Auction process will be communicated to all eligible bidders by BHEL’s service provider in advance. The bidders are instructed to equip themselves with trouble free infrastructure in order to participate in the Reverse Auction process.
4. The bids of those bidders who do not accept to participate in Reverse Auction process will result in non-consideration of their bids.
5. The bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit their sealed bid in Reverse Auction process in time. Non submission of sealed bid in Reverse Auction process **in time** will be considered as tampering the tendering process and will invite appropriate action by BHEL as per extant guidelines in vogue.
6. Only those bidders who have submitted their sealed bid in Reverse Auction process within the scheduled time shall be eligible to participate further in the Reverse Auction process.
7. If the sealed bid rate of more than one bidder submitted in the Reverse Auction process is same, the bidder who submitted the rate earlier in the sealed bid session of Reverse Auction process will be given higher priority and will be ranked accordingly **as per the time stamp of service provider**. In this context all sealed bids submitted in the sealed bid session of Reverse Auction process will be time stamped in the system. Accordingly no two bidders will have same ranking even though more than such bidders submit same rate in the Sealed Bid session of Reverse Auction process.
8. The number of bidders that are allowed to participate in the Dynamic Reverse Auction process depends on the number of bidders techno-commercially accepted and submitted their sealed bid in Sealed bid session of Reverse Auction. The following are the details of number of bidders allowed to participate in the Dynamic Reverse Auction:

Number of Bidders who submitted their sealed bid in sealed bid session of Reverse Auction process	Number of bidders allowed to participate in Dynamic Reverse Auction process
More than 25	15
More than 10 but less than or equals to 25	7
More than 5 but less than or equals to 10	5
Five (5)	4
Four (4)	3
Three (3)	3
Two (2)	2
One (1)	The sole bidder will be declared as the L1 bidder.

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9. The starting price and the bid decrement are announced just before start of online Dynamic Reverse Auction. Once the Dynamic Reverse Auction starts, the starting rate will be displayed in the Reverse Auction system. This start rate is then considered as the 'current L1 rate'. Dynamic Reverse Auction deemed to have started at this stage for further bidding. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidder may submit their bids reducing current L1 rate by either a single or multiple decrement value. The bidding is with reference to current lowest quoted price.
10. If the starting rate displayed in the Dynamic Reverse Auction session corresponds to the lowest ranked bid in the sealed bid that is submitted in the sealed bid session of Reverse Auction then the lowest ranked bidder in Reverse Auction sealed bid need not have to accept the starting rate.
11. In the case of successful Reverse Auction process the lowest quoted bidder in the Dynamic Reverse Auction process is declared as the L1 bidder. After declaring the starting rate in the Dynamic Reverse Auction, if no further bidding happens, the bidder, whose rate is displayed in the Dynamic Reverse Auction as the start rate, will be declared as the L1 bidder (In this case, if more than one bidder quoted the same lowest rate in the online sealed bid session of Reverse Auction, then the bidder who submitted their rate earlier in the sealed bid session of Reverse Auction will be considered as L1 and so on).
12. On the other hand in the case of failure of Reverse Auction Process, the sealed bid, submitted by the techno-commercially accepted bidders, in the e-Procurement system will be opened. Here again if more than one rate is identical, the sealed bid which was submitted earlier in the e-Procurement System will be given more priority and accordingly the bids will be ranked. In this context all sealed bids submitted in the e-Procurement system will be time stamped in the system. Based on such ranking, L1 bidder will be declared.
13. Whenever a bidder accepted to participate in Reverse Auction but failed to submit sealed bid in sealed bid session of Reverse Auction process, the sealed bid submitted by the bidder in e-Procurement will not be opened, in the event of failure of Reverse Auction.
14. It is advised that the bidders must take utmost care in submitting their best reduced rates in their quote in order to make them eligible to participate in the Dynamic Reverse Auction process.
15. The Reverse Auction adopted is a 'No ties' English reverse Auction type. The term 'No ties' means that no two bidder cannot give an identical rate in Dynamic reverse Auction at a given instant. In other words there shall never be a tie in the Dynamic Reverse Auction.
16. Business rules like event date & Time, bid decrement, extension etc. also will be communicated to the eligible bidders through the service provider for compliance.
17. Bidders have to fax the Compliance form before start of Reverse Auction. Without this the bidders will not be eligible to participate in the event.
18. In line with the NIT terms, BHEL will provide the calculation sheet (e.g EXCEL sheet) which will help to arrive at 'Total Cost to BHEL' like Taxes and Duties, Freight charges, Insurance, Service tax for Services etc. for each of the bidder to enable them to fill- in the price and keep it ready for keying in during the Reverse Auction.
19. Reverse Auction will be conducted on scheduled date & time.
20. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
21. The lowest bidder has to fax / e-mail the duly signed and filled-in prescribed format for price break up including that of line items. if required, as provided on case to case basis to Service Provider within two working days of Auction without fail.
22. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and price impacts if any already submitted and available in the e-procurement system shall be opened as per BHEL's sNORTH KARANPURAr practice.
23. Bidders shall be required to read the "terms & Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before Reverse Auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction" which will be communicated before the Reverse Auction.

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24. If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines shall be initiated by BHEL and the results of the Reverse Auction scrapped / aborted.
25. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
26. In case the starting rate is not the rate quoted by any of the bidder and if no bidder accepts the rate, then the Reverse Auction will be treated as failed and sealed bid submitted in the e-Procurement system will be opened and the tender will be processed accordingly. In such cases no cognizance of sealed bids submitted in Reverse Auction system will be taken. In case the L1 bidder in e-Procurement system has quoted a lesser rate in sealed bid of Reverse Auction BHEL has got the right to negotiate for price negotiation.
27. After declaring L1 rate & bidder, upon completion of Dynamic reverse Auction process, the rates submitted in e-Procurement system will not be opened.

SECTION AK

TIME PERIOD OF CONTRACT AND QUANTUM OF WORK TO BE HANDLED

- 1 **TIME period of the contract:**
 - a. The time period of the contract will be **two years** from the date of issue of Letter of award of the contract by BHEL Ranipet.
 - b. The time period of the contract can be extended further for a period, mutually agreed between BHEL and the carrier as per the same terms & conditions of the contract.
 - c. BHEL got the right to short close the contract at any time during the tenure of the contract without assigning any reason.
- 2 **QUANTUM of work to be executed:**
 - a. The bidders are required to transport appx.16700 MT during the tenure of the contract. The quantum of consignments indicated is only tentative. This may vary in any proportion depending on BHEL's operational conditions. In the case of splitting of the work among more than one bidder / carrier the total quantum of work indicated above will be distributed among such bidders / contractors. BHEL does not guarantee any minimum quantum of consignments to be transported under this tender / contract **due to various operational reasons**. However the bidder / contractor shall transport the total quantum of consignments covered under the contract **considering BHEL's operational requirement**. If the carrier fails to transport such quantum of consignments, BHEL will transport such consignments through other carriers and the expenditure involved in transporting such consignments will be recovered from the contractor.
 - b. The bidders are required to transport appx. minimum 695 MT in each month. If the carrier fails to transport such minimum quantum of consignments, BHEL will transport such consignments through other carriers and the expenditure involved in transporting such consignments will be recovered from the contractor. However, **considering BHEL's operational requirement** BHEL does not guarantee any minimum quantum of consignments for transportation in any month.
 - c. The higher quantum transported in any of the previous month or any of the subsequent months cannot be considered for compensating for transporting lower quantum of consignments transported in any month.
 - d. Based on operational requirement BHEL may require the contractor to transport higher quantum of consignments per month which may be more than the minimum quantity to be transported by the contractor. In such cases the transporter has to place adequate vehicles to meet BHEL requirements. The consignments booked within the Contract period fall within the scope of the Contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRS
 - f. BHEL will exercise their right to increase or decrease the notional Tender quantity and split the same among more than one Bidder and place Contracts accordingly
 - g. Certain consignments are required to be transported only by Lorry / Taurus considering the safety aspects for such consignments. Hence whenever BHEL requires the contractor to place Lorry / Taurus, the carrier has to place only Lorry / Taurus for transporting such consignments. Placement of any other type of vehicle will not be permitted by BHEL for transporting such consignments. If the carrier fails to transport such consignments, BHEL will transport such consignments through other carriers and the expenditure involved in transporting such consignments will be recovered from the contractor. However the quantum of such consignments will not exceed 10% of total quantum covered under this contract.
 - h. To meet urgent project requirements, on some occasions certain consignments are required to be transported urgently. On such occasions whenever BHEL places vehicle requests on the carrier, these consignments are to be transported immediately by the carriers even when sufficient load is not available to the carrier to make up full load capacity. Further BHEL will not pay any minimum charges for each of such vehicle which carries the consignments that may not reach full capacity of such vehicles. If the carrier fails to transport such consignments, BHEL will transport such consignments through other carriers and the expenditure involved in transporting such consignments will be recovered from the contractor. However such quantum of consignments will not exceed 5% of the quantum covered under this contract.

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- i. Except providing the above mentioned vehicles, the bidder / contractor is at his liberty to place any type of approved / registered vehicle to move the consignments. However the capacity of such vehicle shall not exceed 32 MT.
The weight of the consignments loaded in each vehicle shall not exceed the approved / registered capacity of the vehicle.

SECTION AL
DISTRIBUTION OF WORK (LOAD)

- a. The total quantum of work will be distributed among a maximum of three techno-commercially accepted bidders in the ratio 50:30:20 after following the procedure described in this specification on tonnage basis.
- b. The distribution will be based on the weight (in MT) of consignments to be transported.
- c. After the completion of Reverse auction process, the lowest rate obtained in the Dynamic Reverse Auction process, after negotiation if any, will be counter offered to other techno-commercially accepted bidders in the order of their ranking. During counter offering if the counter offered rate is not accepted by the bidder to whom the counter offer is made, and then counter offer will be made to next higher ranked bidder. This process will continue till totally three bidders (including the L1 bidder in Dynamic Reverse Auction process) accept the counter offer.
- d. In the event of availability of insufficient number counter offer accepted bidders, who participated in the Dynamic reverse Auction process, the counter offer process will be extended to the bidder who submitted their bids in sealed bid session of Reverse Auction Process but not participated in Dynamic Reverse Auction process, in the order of their ranking. In any case counter offer will not be extended to highest rate quoted bidder (whose rate is highest when considering both sealed bid session and dynamic reverse auction session put together)
- e. In the event of failure of Reverse Auction process, the sealed bids submitted by all techno-commercially accepted bidders in the e-Procurement system will be opened. In such case the counter offer will not be extended to the highest rate quoted bidder in e-Procurement System.
- f. At the end of counter offer process if only two bidders (including the L1) are available then the work will be distributed between these two bidders in the ratio 70:30.
- g. During Dynamic Reverse Auction if the starting rate is corresponding to the lowest ranked rate obtained in the Reverse Auction sealed bid and no other bidder starts competing by submitting his decremented rate, then the starting rate will be declared as the final rate and the bidder whose rate is the starting rate will be declared as the L1 bidder. (In this case, if more than one bidder quoted the same lowest rate in the online sealed bid session of Reverse Auction, then the bidder who submitted their rate earlier in the sealed bid session of Reverse Auction will be considered as L1 and so on).
- h. In the case of opening the sealed bid submitted in e-Procurement system, counter offer will not be extended to highest quoted bidder. The work distribution ratio will be modified accordingly.
- i. Lowest rates, obtained in the Dynamic Reverse auction process /e-Procurement Sealed bid opening process, need not be the acceptable rate to BHEL. BHEL got the right to refloat the tender if the rates obtained in the Dynamic reverse auction process / e-Procurement sealed bid process is not reasonable or workable.
- j. BHEL has got the right to negotiate with the bidder who emerged as the lowest quoted (L1) bidder in the Dynamic reverse auction process / L1 in sealed bid submitted through e-Procurement system.
- k. BHEL will allot the load through e-mail, based on the price bid ranking of the Carriers
- l. In the event of only one bidder submitting their sealed bid in Reverse Auction system, the sole bidder will be declared as the L1 bidder and entire quantum will be awarded to them if the rate is acceptable to BHEL.
- m. BHEL reserves the right to order on more than one Bidder, at the lowest acceptable price to BHEL by counter offering the acceptable price of BHEL to other Bidders as elaborated above.
- n. In addition to the L1 bidder, contract will be awarded only to the Bidder who have accepted the counter offer given, restricted to maximum three bidders, which includes L1 bidder.
- o. Always lower ranked bidder/contractor will be awarded contract for more quantum of the work compared to higher ranked bidder / contractor.
- p. If no other eligible bidder accepts the counter offered rate, then entire work will be allotted to the L1 bidder. In such case the L1 bidder has to accept 100% of the work covered under this tender. Refusing to accept 100% of the work is considered as not honouring his own offer and hence will be liable for penal action as per Guidelines for Suspension of Business with Supplier / Contractor.
- q. During contract execution, BHEL will allot consignments to the contractors in the ratio corresponding to their ranking in the bidding process.

SECTION AM
NATURE OF CONSIGNMENTS

1. The consignments to be transported under this contract include materials of steel, non-ferrous, Electrical equipment / items, Electrical insulating material, Thermal Insulation wool, Mechanical & electrical systems, Electronic equipment etc.
2. The consignments are a mixture of heavy weight - low volume and low weight-high volume materials. This mixture may vary in any ratio. Further the dimensions of the consignments may also vary in any manner. Consignments up to a length of **15.75 metre**, width of **4.0** metres and height of **3.0** metre are covered in this contract. Over Dimensional consignments beyond the normal transporting dimensions of the Lorry / trailer / Trailers but within the dimensions specified above (a length of 15.75 metre, width of 4.0 metres and height of 3.0 metre) may constitute approximately **37%** of the total quantity covered under this tender / contract. However this percentage may vary to any extent on higher / lower side.
3. The consignments that are to be transported under this tender / contract include voluminous consignments also. While loading such consignments in vehicles full load capacity may not be reached. BHEL will not guarantee any minimum weight of consignments to be loaded in each vehicle, against this tender / contract. Further BHEL will not pay any minimum charges for each of such vehicle which carries the consignments that may not reach full capacity of such vehicles. The bidders shall take this into account while submitting their price bids against this tender.
4. While loading the consignments in the vehicles, the carrier shall not load more than the approved / registered capacity of the vehicle. While loading the consignments in the vehicles, the carriers are advised to limit the consignments considering the safety of the consignments.
5. It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight capacity of the vehicle.
6. It is advised that the carriers may deploy higher dimensional vehicles as far as possible so that the consignments are confined within the transportable dimensions of the vehicles.
7. Certain consignments are required to be transported only by Lorry / Taurus considering the safety aspects for such consignments. Hence whenever BHEL requires the contractor to place Lorry / Taurus, the carrier has to place only Lorry / Taurus for transporting such consignments. Placement of any other type of vehicle will not be permitted by BHEL for transporting such consignments. If the carrier fails to transport such consignments, BHEL will transport such consignments through other carriers and the expenditure involved in transporting such consignments will be recovered from the contractor. Since approximately 90% of the consignments can be transported by Trailers, the Bidder / Contractor may transport the Lorry / Taurus consignments by deploying Lorry / Taurus vehicles which are hired from others, in case the Bidder / contractor does not own or own less number of such vehicles.

Composition of load

Collecting electrode of length 15.06 M- 5945 MT (Maximum of four bundles only will be loaded in each Trailer and each bundle may weigh 3.823 MT appx.)

Balance load: 10755 MT

Indicative Lorry category load ; (weight)= 3.1%

Indicative Trailer load ; non-ODC (volume)= 12.42%

Indicative Trailer load ; non-ODC(weight)= 32.79%

Indicative Trailer load ; non-ODC (volume)= 25.77%

Indicative Trailer load ; ODC(weight) = 17.26%

Indicative Trailer load ; -ODC (volume) = 8.63%

The above is only approximate and may vary for actuals.

General average load of 17 MT may be considered for Trailer volume load and 6MT may be considered for Lorry volume loads.

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All type of loads i.e., trailer-Volume loads ,weight loads, ODC-Volume loads/Weight loads and Lorry – weight/Volume loads may not be available in single stretch and will be made available in scattered manner over a period only.

As the rate to be quoted per MT only inclusive for all category, tenderers are requested abundant caution while quoting the rates.

Finished goods mix available may also vary at any given point of time and successful contractor shall place vehicles without delay accordingly.

There is no guarantee for minimum load in any month during operation of contract.

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SECTION AN

LETTER OF AWARD, CONTRACT AGREEMENT, SECURITY DEPOSIT

After the finalization of rates, if the rate is found acceptable to BHEL, Letter of award will be issued to the successful bidder(s) as a token of accepting their offer and also as a token of awarding the contract.

1. BHEL reserves their right not to issue Letter of Intent due to various reasons which may include cessation of requirement, operating alternate mode of transport etc.
2. On receipt of the Letter of Intent, the bidder / contactor shall furnish his acceptance by forwarding the Letter of Intent back to BHEL by incorporating their acceptance remarks with the authorized signatories' signature along with the name seal of their organization.
3. Non submission of acceptance to BHEL's Letter of Intent within 15 days from the date of issue will lead to cancellation of Contract and also taking appropriate penal action against such defaulting bidder / contractors. Further the EMD submitted by the particular vendor will be forfeited in such situations.
4. The successful Bidder whose Tender is accepted for awarding the Contract shall enter into a Contract at his cost on a valid Non-Judicial Stamp Paper of value of Rs.100/- (Rupees One Hundred only). The Bidder shall also inform all their branches, the Terms and Conditions of this Contract under intimation to BHEL, Ranipet to ensure strict compliance with the provisions of the Contract. BHEL's communication / contact point will be the local office at Ranipet. The Contract agreement shall be executed by the Carriers within 25 days from the date of issue of Contract.
5. After award of Contract, if a Carrier fails to execute Contract Agreement, then the EMD submitted by the particular vendor will be forfeited. Also after award of contract and Execution of Contract Agreement, if the Carrier do not place the vehicles up to 2 months then also the EMD / Security Deposit / Contract Execution Bank Guarantee submitted by the particular vendor will be forfeited in addition to other Legal Proceedings / Action as per Guidelines for Suspension of Business Dealings. Further Risk purchase action will also be initiated in such situations.
6. If the bidder / contractor stops executing balance portion of the work after executing a part of the work, BHEL at their option may terminate the contract unilaterally and may resort to carrying out the balance portion of such work through some other alternative and the expenses incurred in carrying out the balance portion of work through other alternative carrier / mode will be recovered from the defaulting bidder / contractor. In addition the EMD / Security Deposit submitted by the particular vendor will be forfeited. Further Legal Proceedings / Action as per Guidelines for Suspension of Business Dealings will be resorted to against such defaulting bidder / carrier.
7. After award of contract if the carrierr fails to submit the Security deposit (after adjusting the EMD); the contract will be terminated and Risk purchase action will be under taken by BHEL. All expenses incurred by BHEL on account of such Risk purchase action will be recovered from such defaulting contractors. Further appropriate penal actions as per BHEL guidelines will be initiated against such defaulting contractors.
9. The successful Tenderers shall furnish Security Deposit in any one of the following modes within 15 days from the date of Letter of award. The Security Deposit shall be furnished by the successful Tenderers before commencement of work by them.

10 Security Deposit Amount:

Total Contract Value	Security Deposit Amount
Up to Rs.10 lakhs	10 % of the Total Contract Value
Above Rs.10 lakhs up to Rs. 50 lakhs	1 lakh + 7.5 % of the contract amount exceeding Rs. 10 lakhs
Above Rs.50 lakhs	4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

11. Mode of Remittance of Security Deposit:

- a. Cash (as permissible under the Income Tax Act)
- b. Pay Order, Demand Draft in favour of BHEL.
- c. Local cheques of scheduled banks, subject to realization.
- d. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- e. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- f. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- g. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- h. Acceptance of Security Deposit against (d) & (e) will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the Documents or in any other matter connection therewith.
- i. EMD of the successful Tenderer will be converted and adjusted against the Security Deposit
- j. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- k. Security deposit shall not be refunded to the Contractor except in accordance with the terms and conditions of the Contract.

Sample calculation for the contract value is Rs.10.0 crores

The applicable security deposit is Rs.51.5 lakhs

After adjusting the EMD amount Rs.2.0 lakhs, the net SD amount would be Rs.49.5 lakhs.

This Rs.49.5 lakhs may be remitted in any one of the above mode.

SECTION AO
EXECUTION OF THE WORK

1. Type of Vehicle to be placed:

- a. It is the sole responsibility of the Carrier to place appropriate carrying capacity of vehicles to load and transport BHEL's consignments, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles.
- b. Any damage to BHEL's consignments due to deployment of inappropriate vehicle is to the Transporter's account. Any implication arising out of such deployment of inappropriate Vehicles will be recovered from the carrier.
- c. 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.
- d. BHEL prefer their consignment, being carried in the Contractors' own vehicles. Under exceptional cases the Contractor may deploy hired vehicle with prior permission of BHEL. If the Contractor deploy hired vehicle after obtaining BHEL's permission, the Contractor should ensure that the party, from whom the vehicle is hired, 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 BHEL Consignments without prejudice or any other rights or remedy, to proceed against the Contractor.
- e. Depending on the weight of the consignment suitable Trailer (Single/Double/Triple axle) or Lorry / Taurus with suitable bed length and carrying capacity as per the weight indicated in the RC book has to be placed.
- f. In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle shall be deployed.
- g. For Smalls & Part load consignment categories, the Vehicle Request will indicate the Design weight of the consignments. The Carrier can deploy any commercial vehicles which is suitable for dimensions & weight of the consignments.
- h. Also for all other consignment categories, the Design dimensions & weight of the consignments will be clearly indicated in the Vehicle Request so that the Carrier can deploy appropriate type of vehicle suitable for dimensions & weight of the consignments.

2. Transhipment en-route:

- a. BHEL expect that all consignments to be transported in the same vehicles without transhipment en route.
- b. Transhipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. Only under exceptional circumstances Transhipment is allowed. However prior permission shall be obtained from BHEL for such Transhipment. Transhipment made by the carrier without the prior permission of BHEL is considered as a violation of the contract. Repeated transhipment made without the prior permission of BHEL may result in termination of the contract and will result in taking appropriate Risk purchase action by BHEL. The expenses incurred on account of such Risk purchase action will be recovered from such Carriers. Further appropriate Suspension of Business action will also be imposed.

- c. Delay penalty will not be waived in case of transshipment of the consignment enroute. Neither delay penalty waiver nor transshipment penalty waiver can be claimed by the Carriers.
 - d. If transshipment is inevitable en route, the Carrier should inform BHEL in advance and obtain prior permission from BHEL. Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centres only by deploying crane of suitable capacity and people with technical expertise.
 - e. If consignments are transhipped without prior permission a token penalty of 10 % of the freight amount involved, will be levied.
 - f. But when vehicles are chartered with the specific condition of transportation without transshipment en route, it should be ensured as such and no transshipment will be permitted. To this effect, suitable endorsement on the Lorry Way Bill shall be made by the Consignor at the time of booking. Even in such cases, if transshipment is carried out without valid reason, such acts will be considered as violation of Contract condition.
3. **Door collection and Door delivery:**
- a. The Transport Contractors are to door collect consignments from BHEL/Ranipet complex to NORTH KARANPURA project site.
 - b. Even in the case of smalls or part loads also the Carrier shall door collect the same from BHEL/Ranipet complex and door deliver the same at NORTH KARANPURA project site on door delivery basis without any extra charges.
 - c. All despatches to NORTH KARANPURA Project site must be door delivered at the consignee addresses indicated elsewhere in the specification.
 - d. Ex-Godown delivery is not permitted under this Contract. All BHEL consignments shall be booked on door delivery basis only.
 - e. It is amplified that the Carriers will effect door-delivery in respect of Full Loads also , without extra charge for such door-delivery. This is also applicable in the case of consignments where the despatch documents are routed through Bank and for consignment booked to Customer, Supplier or Site or any Consignee booked on door delivery basis.
4. **Non BHEL consignments:**
- a. Under no condition the carrier shall carry non BHEL consignments along with BHEL's consignments in the same vehicles. Violating this condition will lead to non-payment of the charges for the consignments transported in such vehicles. If such repeated violations are observed BHEL may terminate the contract and appropriate Risk purchase action will be taken. The expenses incurred on account of such Risk purchase action will be recovered from such Carriers. Further appropriate Suspension of Business action will be imposed.
5. **Clubbing of Loads:**
- a. The consignment booked by two or more Carriers shall not be clubbed and transported in one vehicle and this practice is total violation of the Contract and will be suitably dealt with. The risk and cost and responsibility is totally to Carriers' account.
 - b. The carrier shall not load the consignments of any other consignor other than BHEL Ranipet in the same vehicle.
6. **Power Block / Height Gauge charges:**
- The power block / height gauge charges at Railway crossings shall be paid by the Carrier and the same will not be reimbursed by BHEL. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of Head/Shipping on case to case basis.

7. **Transit Time:**

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

b. The permissible travel of vehicle per day for Full Load Consignments are given below:-

SL No	Type of Vehicle Category	Distance (km) to be travelled per day (average)
1	Trailer	200
2	Lorry / Taurus	300

c. Fifteen days are permitted as Transit Time for Smalls & Part Load Consignments.

d. 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.

e. Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of Road Permit / Online permit to the Carriers

f. For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted

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

8. **Penalty for delayed delivery:**

a. Delay in delivery beyond the above period as described above will attract a penalty of 1% of the freight per day subject to maximum of 30% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed. However, in deserving cases, competent authority of BHEL shall have the powers to waive the penalty on case to case basis. In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.

b. Frequent delays beyond the stipulated time by carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.

c. Delay penalty will not be waived in case of transshipment of the consignment enroute. Neither delay penalty waiver nor transshipment penalty waiver can be claimed by the Carriers.

d. In case of consignments booked on self-basis, delivery against consignee copy etc., penalty is not liveable.

e. Force majeure condition like cyclone, washout of roads, bridges, civil commotion will apply against this tender / contract. However Mechanical failure of the vehicle is not considered as force majeure.

9. **Penalty for non-placement of vehicles:**

a. As and when requested by BHEL, the vehicles will have to be placed by the Carrier within 44 hours.

b. However the Carriers have to accept the Vehicle Request within 24 Hrs but vehicles can be placed as per the above time schedule.

c. For non-placement of vehicles within stipulated period, the penalty of Rs. **1,000/-** per day will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles.

d. Penalty charges for non-placement of vehicles are subject to a maximum of 10 days.

10. **Detention charges:**

a. Detention charges shall be paid extra if the vehicles are not loaded in time at Ranipet by BHEL.

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- b. Detention at Shipping, BHEL Ranipet : Within 48 Hrs from the time of reporting, the vehicle should be released. 3rd day onwards detention will apply at the rate of Rs. 1,000/- per day.
 - c. Detention charges shall be paid extra if the vehicles are not unloaded at NORTH KARANPURA project site in time by the consignor / BHEL.
 - d. Detention at **NORTH KARANPURA** Project site: Within 72 Hrs from the time of reporting, the vehicle should be released. 4th day onwards detention will apply at the rate of Rs. 1,000/- per day.as given below.
 - e. Date of reporting of vehicle at loading point and the date of release of vehicle with load at loading point security gate will be excluded for payment of detention charges at loading point.
 - f. Date of reporting of vehicle at unloading point with load and the date of release of vehicle at unloading point security gate after unloading will be excluded for payment of detention charges at unloading point.
 - g. Detention charges shall be paid on certification of an Executive not below the rank of DGM of Shipping department / BHEL in case of detention at BHEL, Ranipet.
 - h. Detention at Site shall be paid based on the Gate Entry at Site / Any site personnel - with signature & official seal. In case official seal is not provided by the certifying person at site or if further clarity and confirmation is required on the certification, then authentication by DGM of Commercial, BHEL Ranipet regarding the clarification / confirmation is required for payment of detention charges.
 - i. It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from NORTH KARANPURA project site, to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
 - j. Detention beyond thirty days shall be considered after necessary approval from AGM / Commercial.
 - k. However, no detention charges will be payable if the vehicles report on Sundays & General Holidays.
11. Storage charges:
- a. The Transporter shall store in their nearest Godown safely the consignments in the following cases where circumstance demands such action.
 - Consignments booked as self and consignments to be delivered against consignee copy.
 - Consignments not accepted by Consignee for unloading at Site / Customer place / destination
 - Consignee refuse to accept the consignment for some reason or other
 - b. In all other cases, the consignments are to be directly delivered at Site / Customer place / destination.
 - c. Under any circumstances, Carrier shall not auction any consignment belonging to BHEL.
 - d. Storage charges shall not be paid for storage of consignments for a period of 90 Days from the date of arrival at Godown.
 - e. Storage beyond 90 Days (excluding transit period) storage charges @ one paise per kg per day shall be paid. However total storage charges less than Rs.1000/- per consignment is not payable.
 - f. Penalty, for not delivering the consignment within Contract transit time, is not liveable in the above cases. However in case of consignments not accepted / refused to be accepted by consignee for any reason, communication in any form in writing from the Consignee concerned should be attached with the freight bill for waiver of penalty.
 - g. In all the above cases photo copy of the consignee copy of LR should be visible and readable, shall be attached with freight bill to enable BHEL to consider payment of storage charges as per Contract.

Loading and Unloading:

- a. Loading and unloading is the responsibility of Consignor or Consignee at BHEL, Ranipet/ NORTH KARANPURA Project site.
- b. Normally no handling or transshipment is permitted enroute. However, loading and unloading at other intermediate places due to transshipment will be the responsibility of the Carriers and no claim on this account will be entertained by BHEL.
- c. Handling and transshipment shall be done at the authorized transshipment centre with due permission of BHEL agency concerned. Unauthorized Handling and transshipment will be viewed seriously and severely dealt with.

13. Risk Purchase:

- a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including non-lifting of consignment(s) as per Contract / Agreement, BHEL may entrust the job to an alternate Transport Carrier / resort to alternate mode of transport and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

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SECTION:AP
RESPONSIBILITY MATRIX

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Vehicle Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113,114)	Transporter
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5)	Transporter
08	Route survey	Transporter
09	Obtaining prior permit from concerned authorities to transport the consignment which includes Over Dimensional Consignments also	Transporter
10	All On the way expenses	Transporter
11	Expenditure incurred towards paying for Penalty imposed en-route	Transporter
12	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
13	Packing of consignments as per Designer/Manufacturer /Purchaser instructions.	Consignor
14	Insurance of Goods	Consignor / consignee
15	Documentation : 1) Vehicle (2) Insurance (3) Obtaining Permit from Road Transport Authorities for transporting consignments (4) Lorry Way Bill etc.,	Transporter
16	Documentation : (1) ED Invoice or relevant forms for free issue / rejection material (2) Road Permit Form for consignments wherever applicable	Consignor
16	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Transporter
17	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
18	Transportation of goods as per terms and conditions of BHEL Transport Contract for all consignments.	Transporter
19	Record of information regarding the accident / damage to material. .	Vehicle Owner / Transporter
20	Review of accidents/damages to materials	Logistics
21	Report to the concerned for taking corrective action	Shipping/Stores
22	Compliance to contract conditions	Transporter

SECTION AQ
COMPLINACE TO ALL STATUTORY RULES, REGULATIONS, ACTS, EMS,
SECURITY AND SAFETY REGULATIONS

1. **Motor Vehicle Act**
 - a. 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 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.
 - b. It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
 - c. The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.
 - d. Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
 - e. Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
 - f. Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/certificates.
 - g. All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
 - h. Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety
2. **Route Permit, National permit, Clarence etc.**
 - a. 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.
3. **EMS, SECURITY AND SAFETY REGULATIONS**

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.

 - a. **General**
 - (i) Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
 - (ii) The lights on right side (i.e.) over driver's cabin should be in working condition.
 - (iii) Both the head lights as well as park lamps must be in working condition.

b. Handling of Vehicles inside BHEL Ranipet

- (i) The vehicle should not travel at more than 20 kmph in BHEL premises.
- (ii) The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- (iii) Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- (iv) The driving should be kept in the left at all places.
- (v) The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- (vi) No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
- (vii) The vehicle should pass only through approved routes. Short cuts are forbidden.
- (viii) There must be a safe distance behind another moving truck.
- (ix) The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

4. Shipping

- a. Strong side supports should be provided on both sides of the vehicle if required. The side supports if any should be fixed in such a way that it cannot be removed even temporarily.
- b. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- c. The stacking of loads on the axles should be evenly placed. The load should not be heaped together or dumped over the chassis.
- d. The load on the axles should not be beyond its standard capacity. The carrying capacity must be clearly marked on the vehicle also.
- e. The loaded materials should be fastened tightly with wire rope and padding arrangement to avoid metal to metal contact. Coil rope should not at all be used.
- f. There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
- g. There must be minimum two fastening and it should be more in case of lengthier loads.
- h. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- i. While loading/unloading proper slinging practice should be followed.
- j. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
- k. When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

5. PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

- a. To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s).
The Transporter shall ensure: -
 - (i) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.

- (ii) That good quality lashing ropes with suitable length & diameters and other items required to accompany the vehicle, shall be provided in sufficient numbers so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure the safer transit of BHEL's consignment in the same condition and in the same vehicle.
 - (iii) To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments.
 - (iv) 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.
 - (v) Lashing to be proper and safe. The Transporter has to check the same and to be satisfied before departing from BHEL premises.
 - (vi) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
- b. SAFETY OF CONSIGNMENT:**
- (i) 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.
 - (ii) 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.
 - (iii) The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
 - (iv) 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.
 - (v) Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material shall be rebooked to the Consignor, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.
- c. STATUTORY OBLIGATIONS OF TRANSPORTER:**
- (i) 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.
 - (ii) 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.
 - (iii) 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 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.

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- (iv) 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.

SECTION AR
JOURNEY MANAGEMENT

1. General:
 - a. The Bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall e-mail/phone status of items to BHEL on daily basis.
 - b. Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the Contract period.
 - c. Notwithstanding the above, BHEL will exercise their right to accept or reject any particular offer or part of the offer or part of any particular schedule without assigning any reasons thereof.
2. **ROUTE, SURVEY, PERMIT** etc.
 - a. All consignments should be transported through National Highways only. However if such National Highways are not available near NORTH KARANPURA Project site, the consignments may be transported through other roads subject to obtaining prior approval from BHEL. The total distances travelled through such deviated route shall not exceed 100 KM
 - b. Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the additional expenditure incurred by the contractor on account of such additional distance travelled shall be borne by the Contractor. BHEL will not reimburse such additional expenditure.-
 - c. 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.
 - d. 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, PERMIT 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.
 - e. 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.
 - f. 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 freight charges- will be allowed more than the contracted freight charges.
 - g. All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

3. LASHING OF THE CONSIGNMENTS

- a. Instructions for loading and lashing of consignments for transportation
- b. Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- c. 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
- d. All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.
- e. Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged.
- f. Every component loaded in the trailer / truck shall be tied to the truck base firmly. No welding/tack welding of components to the base should be done.
- g. The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.
- h. Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.
- i. When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- j. When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
- k. The loading of multiple components one over the other shall not be done.
- l. Soft rubber pads shall be used to lash on the product metal surface
- m. In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
- n. In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
- o. In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- p. Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- q. Components loaded in the vehicle should not be unloaded and stored in any other premises/ in the yards of the Transporter.
- r. The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- s. The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.

4. PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION

- a. Transporters shall bring along with trailer 2.6 to 3 Mtr. length – 3 to 4 inch. Cross section square wooden supports– minimum 3 pcs for Double axle and 4 for triple axle and one such support for every 10 feet for length ODC trailer.
- b. The side supports to prevent falling of consignment such as Pipes, Rod, Flat, etc. is also the scope of Transporter. However, special supports if any over and above, shall be provided by BHEL for ODC.

5. **ESCORT FOR CONSIGNMENTS**

- a. 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.

6. **VEHICLE MONITORING**

- a. Monitoring of BHEL consignment should be made by the Carriers through online web based system by means of GPS from booking till delivery of the consignment wherever required / advised by BHEL, and the cost thereon to be borne by the Carriers only.
- b. In case, the System is not made available by the Carrier, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Carrier. If repeated failures are noticed, a fine of 5 % of freight payment will be deducted from freight bill.
- c. Wherever insisted by BHEL, the GPS instrument has to be provided by the Contractors at their cost and risk in all the vehicles which carries the consignments. The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle en route, additional penalty of 2 % of the bill value shall be levied. In case of repeated detachment of GPS instrument, it will be viewed very seriously and reflect on the performance of the Carrier and suitable action will be initiated thereafter.

**SECTION AS
INSURANCE COVERAGE AND CLAIM**

1. Insurance

- a. 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 Lorry Way Bill. However, Transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.
- b. The Contract as entered into between BHEL and the Transporter(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, 1865 as amended up to date.
- c. 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.
- d. 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.

2. Damage / Loss

- a. 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 the agency responsible for booking the consignment or Shipping within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or Shipping, as applicable).
- b. On receipt of this information, BHEL Ranipet (Shipping/ Stores) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Shipping / Stores so that further action will follow.
- c. In case Commercial 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 Shipping shall process the bills accordingly.

3. 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.

4. Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility.

- a. 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 inline 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, within 30 days from the date of such communication received from BHEL for compensation.

5 Accidents

- a. All accidents that may occur at any point shall be reported to agency concerned and Shipping 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.
 - b. Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or Shipping as applicable. 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. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and Shipping within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters
 - c. 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.
- 6. Return freight payment for transporting the damaged consignment back to Ranipet after BHEL QC Clearance.**
- a. In case of transporting the damaged cargo (due to accident, mishap etc.) back to Ranipet after insurance survey and BHEL QC clearance for returning such consignments to Ranipet, the return freight, will be paid to the Transporters.
 7. In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or **no** compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.

SECTION AT
DOCUMENTATION

1. **GOODS CONSIGNMENT NOTE & EXCISE INVOICE:-**

a. **GC / LR / LWB**

- (i) G.C. Note 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.
- (ii) The Company takes a very serious view of issue of G.Cs. issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action.
- (iii) Once GC 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. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.
- (iv) 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.
- (v) More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. The bill should be submitted for one load only enclosing all the G.C. involved.
- (vi) The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL / LOGISTICS and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.
- (vii) The Carrier shall use the Lorry Way Bill of the **contractor** only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the Transport Carrier and view the above as the violation of the Contract.

2 **EXCISE INVOICE**

- a. Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.
- b. In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- c. In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.

3. DESPATCH & ENROUTE DOCUMENTS

a. Despatch Documents

- (i) Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL / Ranipet or to any consignee without any written permission from LOGISTICS or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
- (ii) 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 EXCISE 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
- (iii) The Transport Carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial, SM/ LOGISTICS by the Transport Carrier concerned.
- (v) Wherever FORM 31 is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to ` 25,000/- per form as on date.
- (vi) The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

a. En-route Documents

- (i) 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.
- (ii) Any detention on this account will be to the Carriers responsibility.
- (iii) If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.
- (iv) The Carriers should also collect at the time of booking, all the documents required such as forwarding notes/Challan with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.
- (v) While passing through States other than destination State, the transporter has to ensure that necessary entry is made in the first check post and last check post of the State in order to avoid any sales tax liability for BHEL. If this is not complied with any sales tax implication to BHEL will be recovered from the transporter's bills.

SECTION AU
BILLS & PAYMENT

- 1.0 Weight of the Consignments for freight payment:**
- 1.1 In regard to the weight of the consignment booked, the BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.
- 1.2 Excess weight means, the weight of the consignment weighed is found to be more than GMS weight.
- 1.3 If excess weight is noted by the Carriers within BHEL Ranipet Limit, as the case may be, the matter shall be brought to the notice of the Managers concerned of the Shipping Department for necessary certification after weighment made at BHEL premises before certification.
- 1.4 If the excess weight is found en route by the Statutory Authorities like RTO / COMMERCIAL TAX OFFICIALS, the weigh bridge slip must be produced.
- 1.5 If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of SR.MANAGER.
- 1.6 Based on the above documentary evidence, the claim for excess freight will be considered by BHEL and will be paid on contract rates.
- 1.7 In case of doubt regarding the weight, freight to be claimed, documentation such as road permits, or any applicable document while crossing the State border or any clarification in Excise Duty Invoice or Sale on Transit., etc., it must be clarified or brought to the notice of the officials concerned before the vehicle moves out of BHEL Gate after verification by Security or brought back once again with due permission from the agency concerned to the loading official or at the loading point as applicable without any implications or claim, etc.
- 2.0 Distance for freight payment:**
- 2.1 Since this is a point to point tender / contract, the bidders / contractor shall take care of suitably, while quoting the price bid, the distance to be covered from BHEL Ranipet to NORTH KARANPURA Project by travelling through the routes specified elsewhere in this specification,
- 2.2 Additional expenses incurred by the Carrier on account of any additional distance travelled due to various reasons shall be to Carriers account only. BHEL will not pay for such additional distance travelled by the Carrier.
- 3.0 Time of Submission of freight bills:**
- 3.1 Freight Bills shall be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. This is not applicable for despatches where payment is through Bank. However, BHEL will not honour such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of DGM / Commercial / Shipping concerned.
- 4.0 Mode of Payment**
- 4.1 All payments to be made to the Transporter, shall be through NEFT(National Electronic Fund Transfer / RTGS(Real Time Gross Settlement) within reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement. The transporter has to submit NEFT form enclosed in this tender signed by authorized signatory of the transporter and duly certified by Banker with seal.

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- 4.2 BHEL will deduct income tax at source at the applicable rates and issue necessary TDS certificate. For this purpose the transporter has to submit affidavit duly notarized as given elsewhere in this specification.

SECTION AV

PERFORMANCE MONITORING AND PERFORMANCE EVALUATION

- 2.1 The performance of the Transport Carrier shall be monitored quarterly.
 2.2 Performance Evaluation of the Carriers will be based on the following Factors

Criteria	Mark against individual demand	Minimum Criteria	% of Impact on total performance
Number of vehicles placed against number of vehicles requested	One positive mark will be given for placement of vehicle. One negative mark will be given for non-placement of vehicle. Also one negative mark will be given for each day of suspension in system	Minimum 60% of marks is mandatory.	75%
Delivery in time	One positive mark will be given for timely delivery. One negative mark will be given for delayed delivery.	Minimum 60% of marks is mandatory.	15%
Transshipment enroute	One positive mark will be given for non-transshipment. Two negative mark will be given for transshipment enroute.	Minimum 60% of marks is mandatory.	5%
Feeding of daily report in system	One positive mark will be given for feeding of daily report in system. Two negative mark will be given for non-feeding of daily report.	Minimum 60% of marks is mandatory.	5%

According to the above points & weightage, total score will be arrived at. If the average performance rating is less than 60 %, the n the severe action will be initiated on such carriers, viz, suspension of Business with such carriers as per BHEL's procedure & guidelines.

SECTION AW
GENERAL TERMS & CONDITIONS OF THE CONTRACT

1 GENERAL TERMS:-

1.1 Definitions

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

- 1.1.1 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.
- 1.1.2 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-Incharge 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.
- 1.1.3 The "**Contractor / Carrier / Transport Carrier**" 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.
- 1.1.4 "**The Officer-In charge**" means, the Officer deputed by BHEL, to supervise the work or part of the work.
- 1.1.5 "**Approved**" and "**Directed**" means, the approval or direction of BHEL authorized person, or person deputed by him for the particular purposes.
- 1.1.6 "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 including AGM/WCM authorized to invite tenders and enter into contract for works on behalf of the Company.
- 1.1.7 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.
- 1.1.8 A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.1.9 A "**day**" means, the day of 24 hours (Twenty Four) irrespective of the number of hours worked or not worked in that day.
- 1.1.10 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 recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

GENERAL CONDITIONS :-

The heading to these conditions shall not affect the interpretations thereof.

1.2 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.

1.3 Deviations:-

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

1.4 Other Duties:-

All charges on account of Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

1.5 Plant and Equipment:-

The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

1.6 Assignment of Transfer of Contract:-

The Contractor shall not assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor.

SUB-CONTRACT:- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

1.7 Compliance to regulations and by-laws:-

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

1.8 Security Deposit:-

- (i) The security deposit shall not carry any interest.
- (ii) The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor.
- (iii) Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. 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.
- (iv) 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.

1.9 Refund of Security Deposit:-

The Security Deposit mentioned above may be refunded to the Contractor within 30 days on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE" and "NO DUE CERTIFICATE" issued by BHEL.

1.10 Orders under the Contract:-

All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

1.11 Contractor's Supervision:-

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/WCM, to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

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The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the **AGM/WCM** or the **OFFICER-INCHARGE**, to receive instructions.

The **AGM/WCM**, shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

1.12 Labour:-

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

1.13 Precautions against Risk:-

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

1.14 Damage & Loss to Private Property & Injury to Workmen:-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the **AGM/WCM** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

1.15 Laws governing the Contract:-

The contract shall be governed by the Indian Laws for time being in force.

1.16 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 shall accrue thereafter to BHEL 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 extent as provided in the case of cancellation for default.

If the Contractor shall:-

1.16.1 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

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

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.

1.17 Cancellation of contract for insolvency assignment of transfer or sub-letting of contract:-

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

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1.17.1 being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

1.17.2 Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by AGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM, or the same shall be recovered from the Contractor by other means.

1.17.3 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

1.18 Cancellation of contract in part or full for contractor's default:

If the Contractor:

makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM, or his authorised representative ;

OR

fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;

1.18.1 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/WCM, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

1.18.2 In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM, whose decision shall be final and conclusive.

1.19 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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1.20 Special Power to Termination:-

1.20.1 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 the **AGM/WCM**, 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.

1.21 Submission of Bills by Contractor:-

1.21.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time.

1.21.2 For BHEL Outbound despatches "Time Chart – indicating passing weight" shall be enclosed along with freight bills. In this case "Transport Coordination" has to check RC book weight carrying capacity and ensure over-loading is not done to avoid any unwanted issues during transportation from the statutory authorities etc.. For other than Ranipet outbound despatches, Copy of RC Book shall be enclosed along with freight bills. Deviation from the items provided in the contract documents.

1.21.3 Extra items / new items of work.

1.21.4 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

1.22 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.

1.23 Post Technical Audit of Work and Bills:-

BHEL may 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.

1.24 Force Majeure 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 AGM/M&S subject to prompt notification by the contractor.

1.25 Signing of Contract:-

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

Statutory Requirements: All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour

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(R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

- 1.25.1 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 1.25.2 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 1.25.3 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 1.25.4 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 1.26 **Registers & Records:-**
The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 1.27 **Remote Transactions:-**
The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- 1.28 **Change in Constitution of Firm:-**
Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the Firm does not inform the change in the constitution of the Firm, BHEL will initiate appropriate action including suspending or terminating the Contract.
- 1.29 **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.
- 1.30 **Employer Interests:-**
Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

SECTION AX
SPECIAL CONDITIONS OF THE CONTRACT

The General terms & conditions, Special Terms & Conditions of the Contract shall be applicable to the extent that the conditions therein do not supersede these special conditions of the contract given below.

01. Keeping in view the difficulties in road transportation of heavy industrial goods, the bidders / Transport Contractors who would like to participate in this tender for road transportation are required to comply with 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
 - (a) Motor Vehicles Act, 1988
 - (b) Central Motor vehicles Rules, 1989
 - (c) Other Central Rules, Notifications
 - (d) Tamil Nadu Motor Vehicle Rules, 1989
 - (e) Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules, 1989
 - (f) Tamil Nadu State Transport Appellate Tribunal Rules, 1989
 - (g) Tamil Nadu Motor Vehicles Taxation Act, Rules and Notes of Cases
 - (h) Road Transport Corporations Act, 1950
 - (i) Carriage by Road Act, 2007
 - (j) The Motor Vehicle Acts / Rules applicable for all states through which the transport vehicle moves.
02. 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 Carriage by Road Act, 2007
03. The Transport Carriers / Fleet owners in case of award of Contract will also ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
04. Transport Carriers/Fleet Owners who wish to participate in the Tender for the purpose of entering into a Rate Contract, in case of Award of Contract, will ensure that overloading of vehicles is absolutely stopped.
05. The Transport Carriers/Fleet Owners, in case of Award of Contract will 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.
06. It has to be noted that if the vehicles deployed for transportation of heavy goods are certified and in good condition and if over loading is stopped, there is no reason for transit delays, brake down or accident.
07. In the Enlistment Process, the minimum eligibility criteria have been prescribed for technical qualification only. However, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL.
08. BHEL expects the Transport Carriers, in case of Award of Contract, to improve their own fleet strength, in due course, so that their dependency on market vehicles will get reduced.
09. Non availability of Branch/Franchise office will not form the criteria for non-lifting of any Consignment. Even, in case where the Bidder does not have his branch office or delivery points, all consignments shall be accepted for transportation and delivered at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and deliver at any such points.
10. The Bidder is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Bidder.
11. BHEL will have the right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act or and RTA Rules.
12. The Transporter 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 premises and the loss shall be recovered from the

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- Transporter. BHEL, Ranipet is not responsible for any injuries to the Transporter's personnel inside the company premises.
13. In case of Award of Contract, BHEL would not entertain reasons such as paucity of vehicles or unviable rates, market conditions or any other extraneous causes etc., for nonperformance against the Rate Contract.
 14. It may please be noted that merely getting enlisted based on the eligibility criteria does not automatically entail the Transport Carrier to be considered in all segments of business/applications. It would be the prerogative of BHEL to enlist only as many number of Transport Carriers as may be required, for a particular category/segment based on the requirements / and Tender Conditions. BHEL will have the right to restrict the number of Transport Carriers in the Contract / delist in case of non-performance/Cancel Rate Schedules etc.
 15. The Transport Carriers/Fleet Owners who wish to participate have to go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted / vitiated. Those who wish to participate may choose to quote for a particular category or vehicle or for a particular segment of business/application (within a category) as per the guidelines issued on the subject in the Tender.
 16. In case of Award of Contract, BHEL will critically look at the performance of the Transport Carriers, by their prompt response and safety in transportation. If the Transport Carrier fails to perform to the satisfaction of BHEL or fails to fulfill/comply with the performance evaluation criteria, the Security Deposit will not be refunded/BG will be en-cashed.

SECTION AY
INDEMNITY, ARBITRATION, JURISDICTION, RIGHTS

1. Indemnity:

- a. 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.
- b. 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.
- c. The Carriers 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.
 - (iv) Indemnity shall cover the entire transit right after loading to the unloading at destination.

2. Arbitration:

- a. All disputes between the Carrier and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, Ranipet in his sole discretion. There shall be no objection to any such appointment (i) that the arbitrator so appointed is an employee of BHEL, (ii) that he had to deal with the matters to which the contract relates and (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.
- b. In case, the arbitrator so appointed is transferred or vacates his office or neglects or refuses to act or is unable to act for any reason whatsoever or dies, the Head of unit concerned at BHEL Ranipet, shall have power to appoint another person to act as arbitrator in his place. Such person shall be entitled in his discretion to proceed with the reference from the stage at which it was left by his predecessor or from any earlier stage considered proper by him. No person other than the one appointed to be arbitrator as aforesaid shall act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all. The arbitrator shall have the power to extend time, from time to time, with the consent of the parties, for conducting the arbitration proceedings and making and publishing his award.
- c. The decision of the arbitrator shall be final and binding on both the parties.
- d. The arbitration proceedings will be held at BHEL Ranipet or at such other place as the arbitrator may direct. Work under the contract shall be continued during the arbitration proceedings unless otherwise directed in writing by BHEL.

3. Jurisdiction:

- a. In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Ranipet, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, above Arbitration Clause.

4. Rights:

- a. BHEL may enter into parallel Contract simultaneously other than AITRC 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 / consignment categories.
- b. 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.

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- c. 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 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, Ranipet 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.
- d. 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.
- e. 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
- f. The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- g. It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence 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.
- h. BHEL has the right to verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the Transporters In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.
- i. It may be noted that the despatches of all outbound materials from Ranipet and all inbound materials from various places to Ranipet, despatches from Chennai Port/ CFS to Ranipet, and Chennai Port / CFS to other places in India are more or less of continuous basis.

SECTION AZ
SUSPENSION OF BUSINESS DEALINGS WITH BIDDERS / CONTRACTORS

1. In order to protect the interests of BHEL, it becomes necessary to take action against bidders / contractors by way of suspension of business dealings with them, who either fail to perform or in default cause loss of business / money / reputation, indulge in malpractices, cheating bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price / rate. Suspension could be in the form of hold, delisting or banning a supplier / contractor.
2. In case of the bidder / contractor being a partnership firm, action under these guidelines shall be taken against the firm and all the partners.
3. Depending upon the gravity of the omission and commissions by the bidder / contractor, they be either put on hold for future enquiries / tenders.
4. **HOLD:**
The bidder / contractor may be put on HOLD for future enquiries on the basis of one or more of the following reasons:
 - (i) Before award of contract, the bidder does not honour his own offer or any of its conditions within validity period.
 - (ii) In the last three consecutive contracts, the average quality rating as at the end of the previous calendar month falls below 80% of the quality weightage.
 - (iii) Two consecutive delays for reasons of delay attributed to the contractor in execution of the contracts where delay occur is such that (a) prescribed maximum LD time limits of the contract is reached / exceeded or (b) delay period has equalled / exceeded the original delivery period specified in the contract. Whichever among these is earlier.
 - (iv) The contractor's performance rating in line with Supplier Evaluation and review Procedure falls below 60%.
 - (v) The bidder / contractor fails to respond to three consecutive tenders ('Regret letter' from the contractor is to be considered as response.
 - (vi) The contractor fails to settle any outstanding on any account.
 - (vii) Bidder's Carrier's organization is under strike / lockout for a period of more than six month.
5. **De-Listing:**
A bidder / contractor may be de-listed i.e removed from the list of registered contractor on the basis of one or more of the following reasons.
 - i) Bidder / Contractor in any way tampers with tendering procedure affecting ordering process.
 - ii) Bidder / Contractor has misused BHEL documents / drawings or has breached the confidentiality agreement with BHEL.
 - iii) After award of contract, contractor fails to execute the contract.
6. **Banning:**
A bidder / contractor may be banned from doing any business with all units of BHEL on the basis of receipt of evidence of one or more of the following reasons:
 - (i) Bidder / Contractor is found to be responsible for submitting fake / false / forged documents, certificates or information or has resorted to unethical, illegal means in getting the contract.
 - (ii) In spite of warnings, the contractor persistently violates or circumvents the provisions of labour laws / regulations / rules and other statutory requirements.
 - (iii) The contract is found to be involved in cartel formation or in any act so as to influence the bidding process or influence the price / rate

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- (iv) The contractor has indulged malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.
- (v) The contractor is found guilty by any court of law for criminal activity / offences involving moral turpitude in relation to business dealings
- (vi) The contractor is declared bankrupt, insolvent has wound up or been dissolved i.e ceases to exist for all practical purposes.
- (vii) Contractor is found to have obtained any internal information / documentation of BHEL by unauthorized means.
- (viii) A decision has been taken by the administrative ministry of the Government to ban the business dealings with a contractor and such decision has been communicated to BHEL.
- (ix) The contractor has substituted, damaged, failed to return / handover or unauthorized disposed off BHEL material.

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SECTION BA
BIDDER'S DETAILS

SL No	Description	Details
1	Name of the Transport Carrier (as registered)	
2	Address for Correspondence	
3	Telephones (for information)	
3.1	Landline	Phone No. (i)
		(ii)
3.2	Cell Phone	Contact Person (i)
		(ii)
4	Contact person's Name & Designation (for information)	
5	Fax Number (for information)	(i) (ii)
6	E-mail ID (for information)	(i) (ii)
7	IBA approval	IBA Number : Valid upto :
8	Affidavit	<input type="checkbox"/> Furnished <input type="checkbox"/> Not Furnished
9	Status of the Company	<input type="checkbox"/> Public Limited / <input type="checkbox"/> Private Limited / <input type="checkbox"/> Partnership / <input type="checkbox"/> Single Ownership
10	Company Registration No. (Proof of registration shall be enclosed)	Reference Number : Date : Proof - <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
11	Branch List	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
12	Integrity Pact	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
13	Permanent Account Number(PAN)	
14	ISO Status of the Transport Carrier (relevant Certificates to be enclosed) – For information only and if applicable.	<input type="checkbox"/> ISO:9001 <input type="checkbox"/> ISO:14001

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Declaration by the applicant:

I declare that I am accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in this tender specification (Ref.), unconditionally, without any deviation. Also I declare that I have fully understood the dispatch requirements, terms & conditions of BHEL and signed the documents accordingly.

Date:

Signature & Seal of the applicant

SECTION BB
AFFIDAVIT
(NON-JUDICIAL STAMP PAPER VALUED ₹ 100/-)

AFFIDAVIT

We(Name & Address of bidder) disclose/confirm the following:-

- (a) The details of our Group concerns or affiliates etc. who are also engaged in Transportation Business are given below:-

SL No	Company Name	Directors / Partners / Proprietor Name as applicable	DIN / PAN Number or Partnership Deed registration number if applicable
1			
2			
3, etc.,			

**Note: (i) If none of your Group concerns or affiliates etc. are also engaged in Transportation Business, kindly write "Not applicable" in the table cells.

(ii) If applicable, self-attested copies of relevant documents confirming DIN Number/ PAN Number / Partnership registration shall be enclosed along with affidavit.

- (b) 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.
- (c) 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).
- (d) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including "Guidelines for Suspension of Business Dealings" without any liability for any compensation to us (-----*Name of bidder*) if,
- (i) BHEL found at any time that any statement made by us in affidavit cum undertaking is false, fraudulent (or)
- (ii) any document submitted by us was fake or forged (or)
- (iii) 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.
- (e) We confirm that we have not changed any information in tender documents submitted.

Signature of the tenderer with seal
(Authorized Signatory)

**SECTION BC
INDEMNITY BOND**

(TO BE TYPED IN stamp paper of Rs 100/-)
(To be notarized by a notary public.)

INDEMNITY BOND

DATE:

To
AGM/WCM
BHEL – BAP
Ranipet.

We _____ (name of carrier), having our registered office at _____ and having PAN NO _____ (copy enclosed) are engaged in the business of carriage of goods by road using Motor Vehicles. As on date we own _____ nos. of vehicles the details of which are given below:-

SL NO	Vehicle Type (Lorry/Trailer/LCV)	Vehicle Registration No
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

(Copy of RC Books are enclosed)

I/We _____ (**Refer Note 1**) (name and designation) of _____ (name of carrier) certify that the particulars given above are true and correct. I am duly authorized to issue this declaration.

I /We request you to not to deduct Tax deducted at source as per the relevant provisions of the amended Section 194C of the Income Tax Act (amended by virtue of provisions of the Finance Act, 2015 equivalent to Clause 43 of the Finance Bill, 2015) as we own only _____ no of vehicles as on date.

I/We on behalf of _____ (Name of carrier) undertake to indemnify BHEL Ranipet for any losses, claims, expenses, liabilities or any costs in whatsoever form incurred or that may be incurred by BHEL due to non-deduction of Income Tax TDS based on our declaration regarding the number of vehicles owned.

Without prejudice to the generality of the foregoing, we shall be liable to indemnify BHEL for the following:

- Legal expenses that may be incurred in any tribunal/ court/ authority in pursuing or defending a case (civil/ criminal/ otherwise) in which BHEL is a party in respect of or in connection with

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non-deduction of Income Tax TDS based on our declaration regarding the number of vehicles owned.

- Legal expenses that may be incurred in issuing legal notice or replying to any legal notice issued against BHEL for the aforesaid reason;
- Appointing advocate(s) to pursue or defend a case as stated above or to issue or reply to legal notice as stated above for the aforesaid reason;
- Seeking legal opinion from advocate(s) for the aforesaid reason
- Any other claims, expenses, liabilities or costs of whatsoever nature for the aforesaid reason.

If there is any written demand from the BHEL Ranipet for which BHEL Ranipet is entitled to the benefit of indemnity under this Indemnity Bond (such written demand, being hereinafter referred to as a "Claim"), then BHEL Ranipet shall provide written notice of such Claim to us. Upon receipt of the Claim, we, jointly and severally hereby undertake, irrevocably and unconditionally, to pay on written demand, to BHEL Ranipet, the full amount of the Claim as well as all fees, costs or charges associated therewith, without any demur, reservation, contest or protest in any manner whatsoever within seven days from the receipt of the said Claim.

BHEL Ranipet shall be deemed to have served the Claim on us if it serves the same to the aforementioned registered address. We undertake that BHEL Ranipet shall have the right to deduct the Claim amount from any amount that may be due from BHEL Ranipet or any other Unit of BHEL under any contract.

I/We also undertake to submit revised declaration if we purchase any additional vehicles at any time during the financial year 2015-16.

Yours faithfully
For _____

(Authorized Signatory)
(With Seal)
(Refer Note 2)

NOTE:

1. If the carrier is a partnership firm, all the partners have to provide this undertaking by including their names here. In case of Proprietorship the sole proprietor has to give the undertaking.
2. In case of a partnership firm, all the partners have to sign. In case of proprietorship, the Sole proprietor has to sign.

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Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

PLACE:
DATE:

(Manager / Officer's
Signature Under Bank stamp)

**SECTION : BE
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

- 1.1 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 appoints 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.
- 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. BHFL 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-----

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

Witness:.....
(Name & Address).....

Witness:.....
(Name & Address).....