

**Issue of Corrigendum against tender no. HWR/CDX/OT/AI-MECH/2013-14 dated 20.08.2013**

Following corrigendum is being issued against subject tender, It is mandatory for bidders to download each and every page of this document and submit along with part-I bid duly signed and stamped by the authorized signatory of bidder's Company/Firm. This corrigendum shall form the integral part of the tender document.

**SI. No.1**

“Due date mentioned as **06.09.2013** at page no. 04 under point no. 4 under the heading ‘**SUBMISSION OF QUOTATION AND OPENING OF TENDER**’ at para 4 of sub para 4 (ii) of tender document should be read as **10.09.2013**”.

**SI. No.2**

Bidders whose accounts have not been finalized for FY- 2012-13 are allowed to submit CA certified turnover figure for FY- 2012-13 in place of audited balance sheet and Profit & Loss a/c (Refer Note-i of page no. 6).

**SI. No.3**

Diesel Escalation/De- escalation Clause clause no. 21.0 of Annexure- ‘C’ has been revised (refer tender page no. 28).

**SI. No.4**

Clause no. 3.8.7 is added in Annexure – “A” of tender document (Refer Page no. 9) for discrepancy in quoted rates as per corporate guidelines.

**SI. No. 5**

Clarifications, if any against the tender can be obtained from email id [v-kjain@bhelhwr.co.in](mailto:v-kjain@bhelhwr.co.in). to be added.

**SI. No. 6**

Inclusion of new annexure i.e. Annexure- “L” at page no.2 under point 2.2 of tender document.

**SI. No. 7**

Shri Kanwarjit Singh, IRS (Retd.) will be the Independent External Monitor (I.E.M) for this NIT. His contact details are as follows:-

**Shri Kanwarjit Singh, IRS (Retd.)**  
**D-6/11, Ground Floor, Vasant Vihar,**  
**New Delhi-110 057**  
**Email ID:** ([kanwarfeb@gmail.com](mailto:kanwarfeb@gmail.com))

**SI. No. 8**

The integrity pact as per Annexure- ‘L’ shall form part of the tender document and same shall be signed and submitted by the bidder along with the Part-I bid.

**OFFICE OF THE SDGM (CDX)  
BHARAT HEAVY ELECTRICALS LIMITED  
RANIPUR, HARIDWAR  
NOTICE FOR INVITING TENDER**

TENDER NO: HWR/CDX/OT/AI-MECH/2013-14

DATE: 20.08.2013

**SUB: TENDER DOCUMENT (TWO PART BID) FOR TRANSPORTATION CONTRACT**

1. Sealed bids are invited for award of rate contract for the work of transportation as per scope for a period of one year. The bids are to be submitted in two parts as under:-

1.1 Technical Bid - Part-I

1.2 Price Bid- Part-II

2. Following documents are to be submitted in "Technical Bid - Part-I".

2.1 Earnest Money of Rs. 2.00 Lacs (Rs. Two Lacs) is to be deposited in the form of **Bank Draft (A/c Payee)** drawn in favour of "**BHEL, HEEP, Ranipur, Haridwar**", and payable at **Ranipur Haridwar (Uttarakhand)** from any Nationalised Bank. No other mode of payment shall be accepted. Bidders are advised to write their name and address at the back side of demand draft.

2.2 Following Annexures signed on each & every page as token of acceptance.

Annexure "1"	-	Eligibility Criteria along with supporting documents
Annexure "A"	-	Instructions and Guidelines to Bidders.
Annexure "B"	-	General Terms & Conditions of the Tender.
Annexure "C"	-	Special Terms & Conditions of the Tender.
Annexure "D"	-	Performa for submission of freight bills.
Annexure "E"	-	Check list.
Annexure "F"	-	Performance Evaluation & Roster system (F1 & F2).
Annexure "G"	-	Schedule of distances.
Annexure "H"	-	Business Profile of the Bidder.
Annexure "I"	-	Performa for Bank Guarantee Bond.
Annexure "J"	-	Detail list of branches / franchises.
Annexure "K"	-	List and details of hill area projects.
Annexure "L"	-	Integrity Pact

3. Scope of work, approximate total group wise value of work is indicated below:

SI	Tender No.	HWR/CDX/OT/AI-MECH/2013-14
1.	Scope of Work	This Contract will cover safe transportation of consignments such as Machinery, Raw Material, Fabricated items, Scrap, Refractory, Sand other than Silica Sand , Spares, Castings, Forgings, Component, Hardware items, Sundries etc. & Gases in cylinders in Trucks, Trailers & Mini Trucks / Van as per groups given at Clause 3.8.6 of Annexure "A" & Annexure L(i) to L(xvi), from Haridwar to anywhere in India and anywhere (Except from Mumbai) to anywhere in India including hill areas.

4. **SUBMISSION OF QUOTATION AND OPENING OF TENDER**

- i) **“Technical Bid”** should be sealed in one envelope and super scribed with **“Technical Bid – Part– I”, Tender No.HWR/CDX/OT/AI-MECH/2013-14 and Due Date 10.09.2013** of opening.
- ii) **Price Bid - Part-II**, should contain **One Sealed Envelope**. Sealed envelope should contain PRICE of individual group (i.e. **Group No. M1 to M16**) and should be super scribed with **“Price Bid – Part– II”, Tender No. HWR/CDX/OT/AI-MECH/2013-14**.

**Above two sealed envelopes** (Part-I and Part-II) along with **“Letter from Bidder to SDGM (CDX) regarding submission of Bid”** should be again sealed in a **separate common envelope super scribed as “Tender No. HWR/CDX/OT/AI-MECH/2013-14 and “Due Date of opening 10.09.2013”** and addressed to :

**Head of Materials Management,  
Tender Room of Material Management Deptt;4<sup>th</sup> Floor, Main Administrative Building,  
HEEP, BHEL, Ranipur, Hardwar - 249403. (UTTARAKHAND)**

Above bid is to be sent under **Registered Post / Speed post**. The bid must be posted with due allowance for postal transit time so as to reach on or before 13.45 Hrs, **Due Date 10.09.2013 in tender box.**

Bid can also be accepted (**Personally dropped in the Tender Box**) upto 13.45 Hrs, Due Date- **10.09.2013**. **The sealed common envelope and first sealed envelope containing “Technical Bid – Part –I” will be opened on the same day i.e. 10.09.2013 at 14.00 Hrs in the presence of parties who wish to be present on the occasion.**

**Quotations received after DUE DATE and TIME will be treated as LATE and NOT be considered.**

5. **“Price Bid- Part–II”** of only those bidders will be opened at later date, whose documents submitted in **“Technical Bid – Part– I”** are found in order on scrutiny and evaluation.

**Date for opening of “Price Bid - Part-II” shall be intimated separately after scrutiny.**

Bidders are advised to read tender documents carefully before submitting the bid.

6. Work will be awarded to limited Nos. of transporters on the basis of selection criteria given in tender at Clause 3.9 of Annexure-A”.
7. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
8. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
9. Any clarifications on the Tender document can be sought from the under signed on or before **09.09.2013 between 9 AM to 4 PM**. No subsequent request for clarification shall be entertained. Bidders desirous of obtaining clarifications shall do so in person and no written / telephonic request will be entertained on this aspect.
10. Any request for change of opening date of tender shall not be entertained.

**FOR & ON BEHALF OF BHEL  
SDGM (CDX)**

## ANNEXURE- "1"

**ELIGIBILITY CRITERIA**

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

<b>CRITERIA</b>	<b>MINIMUM REQUIREMENT</b>
Turn-over from business of Plying Transport Vehicles	<b>Rs 5 Crores</b> in each of the three financial years i.e. <b>2010-11, 2011-12 and 2012-13.</b>
IBA approval	Valid on the date of tender opening. It shall also be ensured that the same is available throughout the currency of the contract and if not, rate contract will be cancelled .
Branch Offices [Refer Note (ii) below]	At least 2 Branch Offices each in minimum 10 of the following States:- Andhra Pradesh, Bihar, Delhi, Gujarat, Haryana, Karnataka, Kerala, MP, Maharashtra, Orissa, Punjab, Rajasthan, Tamil Naidu, Uttar Pradesh and West Bengal. At least 1 branch Office each in Uttarakhand, Jharkhand, Chhattisgarh, Assam and Tripura.
Certificate or an undertaking in the form of an <b>affidavit</b> on non-judicial stamp paper valued Rs.100/- and duly notarised -	1. Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units. 2. Not have been booked by CBI and/or charged by a court of law in any criminal case relating to transportation.
EMD	Rs. 2,00,000/-(Rs. Two Lacs) as provided in NIT

**Note.(i)Copies of Audited Annual Account i.e. Balance Sheet and Trading/Profit & Loss Account for the financial years i.e. 2010-11, 2011-12 and 2012-13 will be required. In case annual accounts for FY-2012-13 have not been finalized, CA certified turnover figure can be submitted.**

- (ii) **Complete detail - Address, Phone number, Cell No., E mail address and name of person incharge is to be provided for each Branch Office. Other relevant particulars may also be furnished in Annexure -"J"**
- (iii) **Eligibility criteria are meant only for the purpose of qualifying in this tender. It does not mean that scope of work for a transporter will be limited to states wherein transporter has shown to have branch office.**

3.8.2.1 Further BHEL may consider to give following approximate percentage in work load during the contract period on **Lowest to Highest L1, L2, L3**.....(on the basis of total freight booked in different groups for all out going consignments from Traffic) in the following manner. The freight for smalls will not be considered for calculation of percentage of load.

Grade	%age OF LOAD ALLOCATION IN EACH GROUP (i.e. Group M1 to Group M16)
L1	25%
L2	15%
L3	10%
L4	10%
L5	10%
L6	10%
L7	05%
L8	05%
L9	05%
L10	05%

However, above percentages are indicative and may vary on account of operational constraints. In case, there are less than TEN successful bidders, the business load will be apportioned among them in the same ratio as per table above. It is further clarified that in case there is only one successful bidder, 100% business load will be given to him.

3.8.2.2. The above percentages will also vary if the transporter is suspended for any period on the basis of points scored in Performance Evaluation System (Annexure F-1 and F-2) or for any other reason.

3.8.3 To cancel / terminate the order / contract at any time during its currency without assigning any reason what so ever.

3.8.4 To evaluate the price bid of transporters as per **clause 3.9 below**. The decisions of BHEL evaluation team will be final and binding on the transporters.

3.8.5 To restrict allotment of load for outgoing consignments for specific sites to the specific transporters who have branch office at destination within / around 100 kms of sites.

3.8.6 Every transporter has to necessarily quote rates for total bill of quantity for groups quoted by them.

**3.8.7 In case of discrepancy in quoted rates following will be applicable.**

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

20.3.2 No reimbursement will be allowed for any penalty / charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.

**DIESEL ESCALATION/DE- ESCALATION CLAUSE:**

21.1 The transportation rates as agreed between BHEL and the transporter will subject to adjustment for Increase/decrease in diesel rates. However increase/decrease in diesel rates will not be considered for adjustment in freight charges against transportation of consignments during the first quarter of the contract period.

21.2 The basic/reference diesel rate for calculation of all the increase/decrease in diesel rates during contract period shall be as applicable on effective date of award of contract.

21.3 The adjustment in freight charges due to increase/decrease in diesel prices will be considered from the first day of second quarter of the contract period.

21.4 The calculations for adjustment in freight charges (quarterly basis) will be based on the increase/decrease in retail diesel prices (weighted average rate) in the preceding quarter. Weighted average of diesel price increase/decrease during the preceding quarter will be calculated as per following;-

$$\text{Average diesel price} = \frac{\text{Sigma (Applicable Rates x No. of Days for which applicable)}}{\text{Total Number of Days in Three Months.}}$$

30% of the percentage increase/decrease in average diesel price from the basic/reference diesel price will be adjusted in freight charges.

21.5 The applicable diesel rates for evaluation of weighted average increase/decrease in retail selling price of diesel during the quarter will be based on web site rates of IOC applicable for state capital of Uttarakhand i.e. Dehradun.

**22. VEHICLE PLACEMENT SCHEDULE:**

Vehicle for loading with suitable slings / chains, "D" shackles, clamps etc. will be placed at loading point on required dates. Dates for placement of vehicle shall be informed to successful bidders from time to time.

In case BHEL demands placement of the vehicle even on Sundays or Holidays, the transporter has to provide vehicle on required date and the same shall be accounted for deciding the delay in placement of vehicle.

**23. DESPATCH PREFERENCE:**

Transporters having branch office at Project /Sites / nearby towns will be preferred in order to resolve commercial issues. Refer Annexure- "F-1 & F-2".

**24. MIX-LOAD FREIGHT:**

In case of mixed loading, payment of freight in the higher weight category will be payable for actual loads/ loading capacity of vehicle, whichever is lower.

**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**

1.1.1 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. Shri Kanwarjit Singh, IRS (Retd.) will be the Independent External Monitor (I.E.M) for this Tender/contract. His contact details are as follows;-

Shri Kanwarjit Singh, IRS (Retd.)  
D-6/11, Ground Floor, Vasant Vihar,  
New Delhi-110 057  
Email ID: [kanwarfeb@gmail.com](mailto:kanwarfeb@gmail.com)

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

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

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

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

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

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

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

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

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

### **Section 9 - Pact Duration**

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

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

**Section 10 - Other Provisions**

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

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

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

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

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

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For & On behalf of the Principal  
(Office Seal)

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

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

Witness:  
  
(Name & Address)

Witness:  
  
(Name & Address)