



NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/13-14/09-B1

DATE: 14.11.2013

SUB: TENDER DOCUMENT (TWO PART BID)

Sealed bids are invited in two bids, for award of contract for the transportation of 41 MVA Generator transformers on the following route:-

- 1 No. transformer from Baijnath (HP) to Project Site of M/s HPSEB UHL Stage III
- 2 Nos. transformers from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III
- 1 No. transformer from Baijnath (HP) to BHEL, Jhansi

For detailed scope of work, Clause G-1 of tender document may pleased be referred.

1. This documents shall be referred CDC/T/13-14/09-B1 dt 14.11.2013” and it consists of the following documents

<u>Sr</u>	<u>Documents</u>	<u>Pages</u>
1	Covering letter	02
2	Tender document including Price Bid Format	14
3	Route Feasibility Survey Reports	20
4	Terms & Condition for REVERSE AUCTION & its 5 Annexure	13

2. The bid is to be submitted in two parts as under:

- o **PART-I –TECHNICAL-COMMERCIAL BID** should contain all the documents mentioned at Clause G-7 of the tender document including Earnest money and other annexures required for Techno-Commercial acceptance as defined in Terms and Conditions.
 - o **PART II - PRICE BID** should contain **One Sealed Envelope**. Sealed envelope should contain PRICE BID and should be super scribed with “Part II Price Bid”, Tender No. “CDC/T/13-14/09-B1” and due date of opening only.
3. **EARNEST MONEY** of Rs. 1.50 Lakhs (Rs. One Lakh, fifty thousand only) is to be deposited in the form of Demand Draft/ Banker’s Cheque in favour of BHEL, Jhansi payable at Jhansi.
 4. **COST OF TENDER DOCUMENT:** Rs 1000/- plus VAT (as applicable, current rate 14%), payable through a Separate Demand Draft in favour of “BHEL, Jhansi” along with technical bid, in case the documents downloaded from website www.bhel.com)

5. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to Addl.GM (CDC) regarding submission of Bid” should be again sealed in a separate



common envelope super scribed as “Tender No. CDC/T/13-14/09-B1 and “Due Date of opening -...13-Dec-2013...” and addressed to :

**AGM (CDC)
Tender Room
Administrative Building
BHEL, Jhansi
Jhansi – 284129 (UP)**

Note: Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

6. Last date of receipt of the Tender : **13-Dec-2013 on 13.15 hours or before**
7. Date of opening of Techno : **13-Dec -2013 on 14.00 hours**
Commercial Bid
8. 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-Dec-2013...**, 13.00 Hrs, in tender box.
9. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date...**13-Dec-2013**. The sealed common envelope and first sealed envelope containing “Part I-Technical Bid” will be opened on the same day i.e. **...13-Dec-2013...** at 14.00 Hrs in the presence of bidders parties who wish to be present on the occasion.
10. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
11. Contract shall be finalized through Reverse Auction. For detail refer ‘Business Rules for Reverse Auction’. BHEL reserves the right to finalize the contract by opening the Price bid of techno-commercially qualified bidders also.
12. 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.
13. 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.
14. Any clarifications on the Tender document can be sought from the under signed till 7 days before due date of opening 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.
15. Any request for change of opening date of tender shall not be entertained.

**AGM (CDC)
BHEL Jhansi**



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi PIN 284129

Central Dispatch Cell

TENDER DOCUMENT No.

CDC/T/13-14/09-B1

Date: 14.11.2013

TRANSPORTION of POWER TRANSFORMERS
of M/s HPSEB UHL Stage III.

“Terms and Conditions”



41 MVA Generator transformers have to be transported on the following route:-

- 1 No. transformer from Baijnath (HP) to Project Site of M/s HPSEB UHL Stage III
- 2 Nos. transformers from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III
- 1 No. transformer from Baijnath (HP) to BHEL, Jhansi

It may be noted that route between Baijnath (HP) to Project Site of M/s HPSEB UHL Stage III have steep slopes & sharp turns and during transportation two transformers have toppled in the past.

In view of safe delivery of consignment, we have conducted Route Feasibility Survey through an IRDA approved consultant / surveyors. Copy of Route Feasibility Survey Reports is enclosed. Transporters are supposed to ensure compliance of the instruction / suggestions / precautions given the Survey Report. The Surveyor or the Insurance Company will also supervise the transportation of these transformers & will ensure compliance of the instruction / suggestions / precautions of Survey Report during transportation.

In case of any query regarding the recommendation of Survey Report, transporters may be called for discussion with Surveyor.

G-1) **SCOPE OF WORK**

1.1. The scope of work shall be:

Transportation of 41 MVA transformers by hydraulic trailer on the following route:-

- 1 No. transformer from Baijnath (HP) to Project Site of M/s HPSEB UHL Stage III
- 2 Nos. transformers from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III
- 1 No. transformer from Baijnath (HP) to BHEL, Jhansi

The detail of consignment is as following:

- (i) Weight of each transformer : 42 MT
- (ii) Size : 5200 x 2450 x 3600 mm (L x W x H)

- 1.2. In view of difficult terrain, transporter has to do mock / trial run between Baijnath (HP) to Project Site of M/s HPSEB UHL Stage III as suggested by the surveyor.
- 1.3. Loading & Unloading of two transformers to be transported from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III shall be in the scope of BHEL. Lashing / Packing would be done as recommended by the surveyor.
- 1.4. Loading/Lashing of two transformers at Baijnath shall be in the scope of transporter.
- 1.5. Transporter to strictly follow the instruction / suggestions / precautions given the Survey Report (Annexure-I)
- 1.6. Transportation vehicle should meet the requirement of Motor Vehicle Act & Rules and other statutory requirement of Govt of India, State Govt & Local bodies.
- 1.7. Repair of road, strengthening of bridges, leveling of curves, bend widening etc shall also be in the scope of transporter.



G-2) **TRANS-SHIPMENT**

- 2.1. Trans-shipment is allowed & transporter is allowed to use appropriate vehicle suitable for given road condition. In case of trans-shipment, the entire responsibility of safety of goods shall be at risk and cost of transporter. No additional charges shall be paid for loading/unloading during transshipment.

G-3) **BIDDERS SHALL TAKE NOTE AND ENSURE THE FOLLOWING:**

- 3.1. The bidders shall closely peruse all the clauses of the tender documents under 'Terms and Conditions', and all annexure enclosed /referred in Tender Documents before quoting. If the bidder has any doubt about the meaning of any portion of the tender conditions, or find discrepancies or omission in the provisions or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 3.2. The offers shall be submitted under TWO-PART bid system, enclosing the Price bid in separate envelope.
- 3.3. No over writing, cutting allowed in the price bid. Rates should be filled in words also.
- 3.4. When photocopy of a document is submitted along with the tender it must be attested by Public Notary or Gazette Officer.
- 3.5. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- 3.6. Before submitting the bid, the bidders are advised to be well acquainted with the actual working and familiar with all other prevalent conditions, facilities available, nature of consignments, dispatches etc. No claim will be entertained later on the ground of lack of knowledge.

G-4) **BHEL RESERVES THE RIGHT TO: -**

- 4.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 4.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 4.3. Evaluate the bids as per BHEL norms by the 'Tender Finalisation Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 4.4. Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- 4.5. Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.



G-5) **ELIGIBILITY CRITERIA**

The bidder shall ensure to comply with the following qualifying CRITERIA TO BE ELIGIBLE FOR THE CONTRACT

5.1. **MINIMUM ANNUAL TURNOVER**

Average Annual Turnover (business from transportation work) for last 3 years i.e. 2010-11, 2011-12 and 2012-13 should be minimum Rs. 200 lakhs. Copy of Audited Annual Account/ Balance sheet and Trading/Profit and loss Accounts for all the three financial years should be submitted with the offer.

5.2. **RELEVANT EXPERIENCE :-**

Bidder should have experience of delivering THREE or more similar consignment of 42 MT or more to Hilly areas (destinations beyond Pathankot in Jammu & Kashmir, Rishikesh / Kashipur in Uttaranchal and Parmanoo / Kiratpur in Himachal Pradesh and Siliguri in North East state in the last 5 years. Documentary proof (Contract copy & Execution Certificate) should be enclosed along with the bid.

5.3. Bidders will furnish a Self Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:

- a. Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
- b. Certifying that they have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
- c. Should one or more partners/directors/proprietors of the bidder firm have a relation or relations employed in the capacity of an Officer of BHEL, the authority inviting tender should be informed of the fact with the offer, concealing this, BHEL may cancel the contract & forfeit EMD/SD forthwith.

G-6) **STATUTORY DOCUMENTS**

The documents required for legal entities under whose name and style bidder has participated in the tender are as follows:

- i. **PARTNERSHIP FIRM**: Partnership Deed registered at the office of Registrar of Firms.
- ii. **COMPANY**: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate
- iii. **SOCIETY**: Registration certificate issued by Registrar of societies.
- iv. **SOLE PROPRIETOR-SHIP FIRM**: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)



G-7) SUBMISSION OF SEALED TENDERS:

7.1. Sealed bids are invited & bid is to be submitted in two parts as under:

- a) Part-I -Techno Commercial Bid
- b) Part II - Price Bid

7.2. **PART-I –TECHNO- COMMERCIAL BID –**

Following annexure and documents signed and sealed on each and every page as token of acceptance are to be submitted for Techno-Commercial acceptance

- a) Earnest Money of Rs. 1.50 Lakhs (Rs. One Lakh fifty thousand only) is to be deposited in the form of Demand Draft/ Banker's Cheque in favour of BHEL, Jhansi).
- b) Receipt of Cost of Tender
- c) Copy of Audited Annual Account/ Balance sheet and Profit and loss Accounts for last three financial years i.e. 2010-11, 2011-12 and 2012-13
- d) Self Certificate Cum Affidavit on non-judicial stamp paper worth Rs.100/- (Annexure G-E)
- e) Documents as per Clause G-6
- f) Self Declaration on Rs.100/- non-judiciary stamp paper regarding non-blacklisted, not-put on hold, not booked by court of law etc as per Clause 5.3
- g) Notarized copies of documents of ownership of puller in the name of Company / Proprietor / Partner with valid registration certificate / insurance / all India permit / fitness certificate as on due date of opening of tender. Gazette notification of axles to be used.
- h) Copy of tender document signed and stamped on each and every page as a token of acceptance.
- i) Blank price bid (Price bid in prescribed format dully signed and stamped but without price) duly signed and stamped.
- j) Documents supporting relevant experience for similar work (Contract copy & Execution Certificate)

7.3. **PART II - PRICE BID**

Part-II should contain One Sealed Envelope. Sealed envelope should contain PRICE BID should be super-scribed with "Part II Price Bid", "Tender No. CDC/T/13-14/09-B1" and "Due date of opening" only.



7.4. EARNEST MONEY DEPOSIT (EMD)

- 7.5. The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender notice (NIT), in the form of A/c Payee Demand Draft from any of the BHEL Consortium Banks or nationalized banks only payable to "Bharat Heavy Electricals Limited, JHANSI" along with the 'techno-commercial' bid of two-bid system. Tenders not confirming to this condition will be summarily rejected.
- 7.6. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders within a reasonable time after the award of the contract. For successful Bidders, the same can be converted and adjusted against Performance Security Deposit.
- 7.7. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.
- 7.8. Earnest Money Deposit (EMD) shall not carry any interest.

G-8) OFFER VALIDITY:

- 8.1. Tenders should remain valid for acceptance for a minimum period of 3 months from the date of bid opening.

G-9) BID EVALUATION CRITERIA:

- 9.1. Techno-commercial bids (Part-1) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for price bid (Part-2).
- 9.2. Each of the price bids will be evaluated on Grand Total in Price bid format. Grand Total so arrived shall be compared amongst bidders and graded L1, L2, L3, and so on, L1 being lowest.

G-10) CONTRACT AGREEMENT:

- 10.1. The tender documents shall be deemed to form an integral part of the contract to be executed for this work, within 10 days from award of contract, on non-judicial stamp paper of requisite amount.
- 10.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the transporter and shall be submitted to BHEL confirming its acceptance in toto.



G-11) PERFORMANCE SECURITY DEPOSIT (PSD)

11.1. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

Upto Rs. 10 Lakhs	10%
Above Rs 10 Lakhs & upto Rs 50 Lakhs	Rs.1.0 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above 50 Lakhs	Rs. 4.0 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.

11.2. The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-

- a) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- f) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
- h) The Performance Security Deposit shall not carry any interest.

(Note: - Acceptance of Security deposit against SI No (c) & (e) above will be subject to hypothecation or endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the document or in any other matter connected therewith.)



11.3. **STAMP DUTY ON SECURITY DEPOSIT**

Stamp duty applicable in UP as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

11.4. If the transporter fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.

G-12) **ROUTE PERMIT / NATIONAL PERMIT/CLEARANCE:**

- 12.1. 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 at his cost. BHEL doesn't take any responsibility in this regard.
- 12.2. The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter will produce such approved documents requiring scrutiny accordingly, before the consignment is loaded.

G-13) **SAFETY OF CONSIGNMENT:**

- 13.1. The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 13.2. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 13.3. The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 13.4. Transporter shall not auction any 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.

- 13.5. The transporters approved and operating under the transportation this contract shall further indemnify BHEL against:-
- Observance of Labour & Industrial Laws.
 - All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - Documentary compliance relating to freight billing.
 - Indemnity shall cover the entire transit right after loading to the unloading at destination.

G-14) DESPATCH DOCUMENTS:

- 14.1. While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
- Dispatch Advice Note / Challan, (DAN)
 - Excise Invoice
 - Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
 - Consignee Copy of LR for door delivery,
 - SMIV/PMIV/Excise Gate Pass, wherever applicable.
 - Instructions for Unloading (If not mentioned in DAN)
- 14.2. The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- 14.3. All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.

G-15) TRANSIT INSURANCE:

- 15.1. Transit insurance of the consignment under transportation by the transporter will be responsibility of BHEL/Consignee as the case may be. However, transporter will be responsible for any external damages as per Carriage by Road Act 2007.
- 15.2. 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 Carriage by Road Act 2007 as amended upto date.
- 15.3. Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to



compensate for the damage/ shortage / loss in respect of the consignments transported by him.

- 15.4. The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

G-16) VEHICLE MOVEMENT REPORTING:

Transportation shall be supervised by BHEL appointed surveyor. **To monitor the movement of consignment closely, transporter shall install a GPS system in the vehicle & shall give access to BHEL of the tracking system through net (by providing web site details, password, User ID etc) before the consignment leaves the pickup point.** Installation of GPS, activation, furnishing the correct access ID, password, web site address should be done before loading of consignment, any delay shall be on account of transporter. It will be the responsibility of transporter that real time tracking data of GPS is available to BHEL through out the journey. In case the GPS is not working due to any technical reason the transporter shall inform the BHEL the status of vehicle on daily basis. If it is found that the GPS is not provided or detached en route, or has stopped working and not repaired/replaced in reasonable time a penalty of 2% of the basic freight shall be levied

G-17) DETENTION, DEMURRAGE, WHARFAGE & STORAGE:

No detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter.

G-18) DELIVERY & ACKNOWLEDGEMENT:

- 18.1. Based on the recommendation of surveyor, the transporter shall be informed by e-mail to place the vehicle. The transporter shall place the vehicle within 7 days of information date. For delay in placement of vehicle (ie beyond demanded day), penalty @ Rs. 1500/- per day shall be levied limited to 5% of freight bill of the demanded consignment.
- 18.2. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
- 18.3. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 18.4. The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) if required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising



will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.

- 18.5. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 18.6. Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
- 18.7. In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- 18.8. In case of accident freight charges from loading point to accident place, reloading charges and freight charges form accident place to pickup point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.

G-19) FREIGHT PAYMENT:

- 19.1. Mode of payment of freight will "To be billed" [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL JHANSI and production of documentary evidence in support thereof.
- 19.2. Payment shall be made at JHANSI only after submission of acknowledgement from site/customer in the prescribed manner, through CDC. All freight payment will be made by Electronic Fund Transfer after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- 19.3. Payment of freight bills shall normally be made within (sixty) 60 days of presentation of the bill in prescribed format duly supported with the acknowledgement on the LR/GR, in duplicate in the prescribed manner. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.
- 19.4. Freight Bills submitted after 90 days from the date of delivery will not be accepted unless transporter explains the delay in writing.
- 19.5. Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer, or settlement of insurance claim by underwriters in case of equipment damage.



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- 19.6. In terms of Service Tax applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate stating that they have not availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No. 12/2003 ST dated 20/06/2003.

G-20) PENALTY FOR DELAY IN DELIVERY

- 20.1. Transporter shall give expected delivery time in the Price Bid format.
- 20.2. In case of delay with respected to given Delivery time, a penalty @ 2% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied. Transit delay penalty shall not be charged if the delivery is delayed because of Force Majeure reasons mentioned below
- 20.3. **Force Majeure:** The following shall amount to force Majeure. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which transporter has no control. Mechanical failure shall not come under force majeure.
- 20.4. Delay attributable to above force-majeure conditions will be reviewed by AGM (CDC) on representation by transporter for granting relief on merit.

G-21) RISK & COST

If the transporter fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. BHEL shall be entitled to recover the difference in cost from the transporter, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

G-22) ARBITRATION:

Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, JHANSI. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at JHANSI.

G-23) JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at JHANSI only shall have jurisdiction.

G-29) CONTACT PERSON

In case of any query please contact

Sh S.Zaman, Mgr (CDC) at 09415113470, 05102412424, shams@bheljhs.co.in

OR

Sh Alok Bhadkamkar, AGM (CDC), at 09453001016, 05102412675, alok@bheljhs.co.in



PRICE BID

(Against Tender enquiry No. CDC/T/13-14/09-B1 Date: 14.11.13)

Our best offer against your tender enquiry No. CDC/T/13-14/09-B1 Date: 14.11.13 for

“Transportation of the 42MT transformers (5200 x 2450 x 3600 mm (L x W x H) for the following routes:-

- 1 No. transformer from Baijnath (HP) to Project Site of M/s HPSEB UHL Stage III
- 2 Nos. transformers from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III
- 1 No. transformer from Baijnath (HP) to BHEL, Jhansi

is as under :-

Sl. No	Particulars	Amount in Rs. (All Inclusive)	No. of days for transportation
a)	Cost of trial/mock run for transportation of ONE transformer from Baijnath (HP) to Project Site of M/s HPSEB UHL Stage III Sub Total of (a)	Rs. Rs.....	
b)	Cost of Transportation of ONE transformer from Baijnath (HP) to Project Site of M/s HPSEB UHL Stage III Other Expenses if any (Like Cost of Repair of road, strengthening of bridges, leveling of curves, bend widening etc) Sub Total of (b)	Rs. Rs. Rs.....	
c)	Cost of Transportation of TWO transformers from BHEL Jhansi to Project site of M/s HPSEB UHL Stage III (H.P) Other Expenses if any (Like Cost of Repair of road, strengthening of bridges, leveling of curves, bend widening etc) Sub Total of (c)	Rs. Rs..... Rs.....	
d)	Cost of Transportation of ONE transformer from Baijnath (HP) to BHEL, Jhansi Other Expenses if any (Like Cost of Repair of road, strengthening of bridges, leveling of curves, bend widening etc) Sub Total of (d)	Rs. Rs. Rs.....	
	GRAND TOTAL OF (a), (b), (c) & (d)	Rs.....	

GRAND TOTAL OF (a), (b), (c) & (d) (in words) Rs.

- Other expenses like Cost of Repair of road, strengthening of bridges, leveling of curves, bend widening etc shall be paid after verification by BHEL & Surveyor.
- The offer is valid for 4 months from the Tender opening date.
- Payment of mock run shall be made only after successful delivery of transformer at Sl.No.(b) to site

Signature and Seal of Bidder



Annexure 'G-E'

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

Bharat Heavy Electricals Limited, Jhansi
Acting through the:
Addl. General Manager (CDC)
Materials Management Department
BHEL, Jhansi-284129, U.P.

1. I/We..... have read the various conditions to tender No. CDC/T/13-14/09-B1, attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. I/We also agree to keep this tender open for acceptance for a period of 4 months from the date of opening the same.
3. A sum of Rs.1.50 Lakhs (Rupees One Lakh, fifty thousand only) is herewith forwarded as EMD in the form of Demand Draft in favour of Bharat Heavy Electricals Limited, Jhansi & we also agree to provide Security Deposit in the form of Bank Guarantee & DD/FDR (as elaborated in the tender document) from any Scheduled Bank of Public Financial Institution for the amount as per BHEL tender in case we are approved as successful bidder.
4. The full value of EMD/SD shall stand forfeited for non-compliance of any tender terms & conditions by me/us without prejudice to any other rights or remedies in line with the conditions stipulated in the tender document and relevant to the context.
5. I/We as the benefice bidder agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under:-
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the contract awarded on us.
8. Verified and signed today, theday of 2013 at..... in the presence of the Witnesses who have appended their signature with address hereunder:

(Signature of the bidder affixing official stamp)

Complete address of the bidder:

Name(s) :
Designation/Position
Address :
Tel .No. :
Fax No. :
e-mail id:

Place:
Date:

Name & Address of witnesses:

1. Signature :
Name :
Address :
2. Signature :
Name :
Address :