



BHARAT HEAVY ELECTRICALS LIMITED
CSU & FP Jagdishpur

ALL INDIA TRANSPORT RATE CONTRACT (AITRC 2016-18)

NIT No.: BHEL/CSU&FP/AITRC/07 dated 23/01/2016

**ALL INDIA RATE CONTRACT FOR ROAD TRANSPORTATION
FROM BHEL JAGDISHPUR TO ANYWHERE IN INDIA AND
ANYWHERE TO ANYWHERE IN INDIA BY
MECHANICAL TRUCKS & TRAILERS**



BHARAT HEAVY ELECTRICALS LIMITED
CSU & FP
JAGDISHPUR



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

NOTICE INVITING TENDER

Date: 23/01/2016

NIT No.: BHEL/CSU&FP/AITRC/07

Bharat Heavy Electricals Limited (Centralized Stamping Unit & Fabrication Plant), Jagdishpur invites sealed bid in **Two Part bid system (Part I: Techno-Commercial Bid; Part II: Price Bid)** for following work from experienced and financially sound transporters who fulfill the qualifying criteria contained in the enclosed tender documents:

Title of Work	All India Transport Rate Contract (AITRC 2016-18)
Scope of Work	Safe transportation of Stampings (packed in wooden boxes / pallets), Steel coils & bundles, tools & dies, Fabricated steel components and assemblies, Steel Plates, Machines, Spares and other miscellaneous items from BHEL (CSU & FP) Jagdishpur to anywhere in India, from anywhere in India to BHEL (CSU & FP) Jagdishpur, and from anywhere to anywhere in India.
Contract Period	TWO YEARS
Earnest Money Deposit (EMD)	Rs. 2,00,000 / - (Rupees Two Lakhs only)
Tender Cost (Non-Refundable)	Rs. 5,000 /- (Rupees Five Thousand Only)
Due date & time of bid submission	Till 15/02/2016 , 14:55 Hrs
Due date & time of bid opening	15/02/2016 , 15:00 Hrs
Venue for submission & opening of tender	Tender Box, FP Administrative Building (Ground Floor) BHEL, CSU & FP, I.A., Jagdishpur, Amethi- 227817

NOTE :

- 1 Tender can also be downloaded from BHEL website www.bhel.com.
- 2 All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

This Tender Document consists of following sections:-

- **SECTION – I** : General Terms & Conditions
- **SECTION – II** : Qualifying criteria, Evaluation of offers & Business Distribution
- **SECTION – III** : Special Terms & Conditions
- **SECTION – IV** : Price Schedule & Bill of Quantities (BOQ)



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

SECTION-I

GENERAL TERMS & CONDITIONS

1.0 Sealed bid is invited in **Two Parts** viz. **Part I**: Techno commercial Bid; **Part II**: Price Bid.

1.1 **Part I (Techno-Commercial Bid)**: Techno commercial bid should contain documents in the same order as listed below:

- a) Tender Cost of **Rs. 5,000/-** in form of Demand Draft only. Offer received without Tender Cost will be summarily rejected.
- b) Earnest Money Deposit (EMD) of **Rs. 2,00,000 /-** in the prescribed form as mentioned in this section. Offer received without EMD will also be summarily rejected.
- c) All tender documents, each page of all sections signed and stamped along with all annexures duly filled in legible writing.
- d) Signed documentary evidences in support of each of qualifying criteria as mentioned in **Section III: Special Terms & Conditions**.
- e) An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.
- f) Signed copy of un-priced bid.

1.2 **Part II (Price Bid)**: Price bid should contain **only Price Offer** to be submitted strictly as per Price Schedule (refer Section-IV). The Price Bid not submitted as per Price Schedule may not be considered.

1.3 Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as "Techno commercial Bid" or "Price Bid" as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover / envelop should contain following information:

- a) NIT No. & Title of Work
- b) Bid Opening date & time
- c) Address / Venue of Bid Submission
- d) Bidder's Name & Address

2.0 All papers/documents should be ink signed and stamped by the bidder.

3.0 The tenderer shall furnish following, duly enclosing documents relating thereto:-

- i. **Authorized signatory** shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- ii. **Power of Attorney:** An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
 - iii. **In case of an Individual,** full name, address, place & nature of business and license relating to.
 - iv. **In case of Partnership Firms:** The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
 - v. BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.
- 4.0 The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 5.0 All entries in the tender shall either be typed or be written in ink.
- 6.0 The offer shall be signed by a person who has requisite authority from the Bidder to do so. A copy of such authority (Power of Attorney attested by Notary) shall be enclosed with the offer.
- 7.0 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box for works contract duly addressed to following:-
Tender Box, Ground Floor, Administrative Building
BHEL, FP Jagdishpur, Distt- Amethi-227817
- 8.0 Tenders can be submitted personally /courier/post. **The tenders received after the due date and time of submission will be rejected.**
- 9.0 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those bidders or their authorized representative who may like to be present.
- 10.0 The offers should be strictly in accordance with the tender conditions. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 11.0 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 12.0 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 13.0 Only bidder who is fulfilling qualifying criteria, if asked in this tender, are expected to quote for this work. Offer from bidder who does not fulfilling qualifying criteria is not likely to be considered.
- 14.0 **Validity of Offer:** The offer should be valid for at least **90 days** from the date of tender opening. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 15.0 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 16.0 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 17.0 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 18.0 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 19.0 All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and their laborers.
- 20.0 The contractors has to follow and obey all relevant various acts and laws of the Government.
- 21.0 The contractor should make necessary arrangement of welfare and health of contract labor at his own cost.
- 22.0 The contractor shall be responsible for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve BHEL free from responsibilities/ liabilities in this respect.
- 23.0 The contractor shall indemnity against any actions, awards, proceedings, claims and demands that may be made against it due to any act negligence, default, etc, made by the contractor or his workers during the contract period.
- 24.0 The contractor shall be responsible for the damage of every sort of the property of the BHEL Company due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.
- 25.0 There will be no sub-contracting of the contract.
- 26.0 Declaration in the form of affidavit.
Bidders will ensure furnishing certificates from the concerned units (if in business during any time) or an undertaking in their letter head certifying their position against points below as a declaration in the form of affidavit.
- Presently not Black-listed or de-listed category at any of the BHEL Units.
 - Presently not suspended from loading by any of BHEL Units.
 - Not have been booked by CBI and/or indicted by a Court of law in any criminal case relating to transportation.
-
- 27.0 **QUALIFYING CRITERIA AND EVALUATION OF OFFERS & BUSINESS DISTRIBUTION:** Qualifying criteria and evaluation of offers & business distribution please refer **Section-II** of this NIT.
- 28.0 **Letter of Intent (LOI)/ Work Order (WO)**
- 28.1 The BHEL shall issue a Letter of Intent (LOI)/ Work Order (WO) for award of work to the successful Bidders as soon as their Bids have been accepted giving brief details of the work and other terms & conditions.
- 28.2 Detailed Rate Contract Agreement shall be signed within one week from the date of LOI/WO.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- 28.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only.
- 29.0 **Effective Date of Contract:** The responsibility of successful Bidder under this Contract commences from the date of issue of the Letter of Intent (LOI) by the BHEL. The Effective Date of Contract shall be the date of issue of the Letter of Intent.
- 30.0 **Contract Period:** Contract Period shall be TWO YEARS from the date of LOI and may be extended on mutual agreement basis.
- 31.0 **Contract Agreement:** The successful bidders have to sign and submit a contract agreement as per enclosed Agreement Proforma (Annexure-D) on a non-judicial stamp paper of Rs.100/- at his own cost.
- 32.0 **Deviation Limits:** The estimated quantities as shown in the tender documents are only indicative in nature. The actual quantity may vary depending upon actual requirement of BHEL.
- 33.0 **SECURITIES :-**
- 33.1 **EARNEST MONEY DEPOSIT (EMD):**
- A. Offer should be accompanied with prescribed Earnest Money Deposit (EMD) through any of the following mode:-
E-payment: E-payment to be made in BHEL's Bank Account No.: 30500630600 at SBI, IGFCC branch, IA Jagdishpur. (MICR No. 227002003, IFSC No. SBIN0009072). Submission receipt must be submitted along with part-I bid.
- OR**
- Demand Draft (DD):** DD shall be drawn in favour of "Bharat Heavy Electricals Limited" payable at at SBI, IGFCC branch, IA Jagdishpur.
The Earnest money deposit shall not carry any interest & shall be returned after the award of the contract to the successful bidders.
- B. The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- C. In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- D. BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
 - Fails to communicate unqualified acceptance of Letter of Intent with in one week from the date of issue of letter of intent.
 - Fails to submit 50% of the total security deposit before start of work.
 - Does not commence the work within the period as per LOI/contract
 - Fails to carry out the work as may be indicated in the Letter of Intent.
- 33.2 **SECURITY DEPOSIT (SD):**
- A. Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit after adjusting the amount of EMD duly deposited with the tender, within the time specified in the letter of intent for satisfactory completion of work.
- B. The total amount of Security Deposit shall be as follows:-
- In the of work costing upto Rs.10 Lakh: 10%



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- b) Above Rs.10 lakhs upto Rs. 50 Lakhs: 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
- c) Above Rs.50 lakhs: Rs.4 Lakhs+5% of the amount exceeding Rs.50 Lakhs.

The security deposit calculated as above shall be deposited with in one week from the date of issue of letter of intent/ work order but before the start of work in any of the following forms. The total Security Deposit may be Deposit in the form of Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at SBI, IGFCCCL Branch (Branch code 9072), I.A. Jagdishpur.

OR

50% of Security Deposit in the form of Bank Guarantee in the prescribed Proforma as per Annexure E. Balance shall be recovered from running @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit made up. The Bank Guarantee should be from any one of our consortium banks as per list enclosed at Annexure F.

Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the letter of intent plus 2 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

1 If the value of the work done at any time exceeds the accepted Contract Value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.

2 Return of Security Deposit: If the contractor fully performs and complete the works in all respect to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of Security Deposit will be released to the contractor within 30 days after deducting all costs, expenses, any recovery and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor/ released prior to passing of final bill.

Note: All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account.

- 34.0 The bidder should give a certificate of declaration confirming the knowledge of site condition as per Annexure G
- 35.0 The bidder should not have any criminal records pending against him and have to give an undertaking accordingly.
- 36.0 The bidder should give a certificate of declaration as per Annexure C.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- 37.0 BHEL Reserves the right to: -
- 37.1 Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
 - 37.2 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.
 - 37.3 Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of contractors, split the award without assigning any reasons thereof.
 - 37.4 Cancel/terminate the contract at any time during its currency without assigning any reasons whatsoever.
- 38.0 Safety and Occupational Health: The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.
- 39.0 Force Majeure: Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the contractor or BHEL has no control.
- 40.0 Arbitration: The BHEL and Contractor shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the BHEL, one appointed by the Contractor and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Amethi / Sultanpur Courts only.
- 41.0 **PREFERENCES/BENEFITS FOR MSEs:**
- Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:
- 41.1 The tender documents shall be issued free of cost to MSEs.
 - 41.2 MSEs are exempted from payment of Earnest Money Deposit (EMD).
 - 41.3 In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for Micro and small enterprises owned by SC or ST: -
Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (two years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as per Annexure-H) applicable for the year, certifying quantum of investment in plant & machinery within permissible limit as per the act of relevant status (micro & small) where deemed validity of EM-II is over. Date of reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidder & MSE status of such suppliers shall be shifted to non MSE supplier till the supplier submits the documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

In case of any change in the MSE status of the Bidder, 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, 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.

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.

42.0 **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 our 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.*



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- b) *The Integrity Pact attached (ref **Annexure-I**) with this Tender/ Corrigendum is an integral part of commercial terms and conditions of Tender & shall be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the Pact. **Any offer received, without attaching the Integrity Pact duly signed and stamped, will be rejected.***
- c) *The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender is Mrs. Pravin Tripathi, IA and AS (Retd.)*



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

LIST OF ANNEXURES

Annexure A: Checklist & Schedule of General Particulars

Annexure B: Offer of the Bidder

Annexure C: Declaration Sheet

Annexure D: Proforma for Contract Agreement

Annexure E: Proforma for Security Deposit Bank Guarantee

Annexure F: List of Consortium Banks

Annexure G: Certificate of declaration confirming the knowledge of site condition

Annexure H: Certificate by Chartered Accountant (for MSME bidders only).

Annexure I: Integrity Pact

Annexure J: Reverse Auction (Terms & Conditions)



BHARAT HEAVY ELECTRICALS LIMITED
CSU & FP Jagdishpur

ANNEXURE A

CHECK LIST & SCHEDULE OF GENERAL PARTICULARS

1	Name & Address of the Bidder	
2	Email address	
3	Contact nos.	
4	Details of Tender Cost (DD No.)	
5	Details of EMD (DD No.)	
6	Signed and stamped copy of all pages of tender document including all annexures	Yes/No
7	Signed documentary evidence in support of each of qualifying criteria as mentioned in the NIT	Yes/No
8	PAN No. Photocopy enclosed	Yes/No
9	Service Tax Registration no. Photocopy enclosed	Yes/No
10	Copy of Power of Attorney (Attested by Notary)	Yes/No
11	Validity of Offer [minimum 90 days from tender opening date (part-I)]	Yes/No
12	Undertaking that the bidder does not have any criminal records pending against him.	Yes/No
13	Confirmation of participation in Reverse Auction (RA)	Yes/No

Name & Signature of the bidder
(Seal)



BHARAT HEAVY ELECTRICALS LIMITED
CSU & FP Jagdishpur

ANNEXURE B

OFFER OF THE BIDDER

To,

M/s BHEL CSU & FP
IA Jagdishpur
PIN 227817

Ref. NIT No. BHEL/CSU&FP/AITRC/07

Subject: Submission of Offer

Dear Sir,

I/ We hereby offer to carry out the work detailed in the tender document issued by BHEL Jagdishpur in accordance with the terms and conditions thereof.

I/We have carefully read the all Terms and Conditions of all sections connected with the above work and agree to abide by the same.

Details of the EMD payment are furnished with the check list (Annexure A)

I/ We further agree to execute all the work referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Name & Signature of the bidder
(Seal)

Place:

Date:



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

ANNEXURE C

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

ANNEXURE – D

CONTRACT AGREEMENT PROFORMA

Agreement No. :

This agreement made on ____ Day of _____, 2016, between M/s Bharat Heavy Electricals Limited, CSU & FP, Jagdishpur, and Distt. Amethi (U.P.) having its registered office at BHEL House, Siri Fort, New Delhi – 110049 (hereinafter called the Company) the first party and M/S _____ (hereinafter called the Contractor) the 2nd party.

Whereas through its NIT No. _____ (hereinafter called NIT) and opened on _____ The Company had called for getting work of _____.

And whereas the Contractor has submitted his Quotation No _____ Dated _____ in pursuance of said NIT.

And whereas the company has decided to accept the Contractor's tender mentioned above as per the offered rates and conditions specified in offer dated _____ subject to other terms and conditions specified in the NIT/proposed agreement and the Company's contract annexed hereto.

And whereas the Contractor has agreed to do the work specified above at the rates mentioned, subject to the conditions contained in said NIT and as mentioned below:-

- a) That the contractor shall execute the work of _____ and more particularly described in NIT No _____ including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated _____ and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
- b) The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid up to _____ for a sum of Rs. _____ towards satisfactory performance and completion of the Contract.
- c) The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs. _____ from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs. _____.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

- d) That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
- e) That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
- f) That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the BHEL or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
- g) That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
- h) That this Agreement shall be deemed to have come into force from _____ the date on which the letter of intent has been issued to the Contractor.
- i) That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
- j) That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
- k) That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
- l) That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

- m) That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
- n) It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

AND NOW it is hereby agreed and declared by and between the parties hereto, that the LOI. No..... dtd

[DETAILED CONTRACT TERMS: SECTION-III]

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

Witness

1. Name
Address
2. Name
Address

Signature of the Contractor

Name
Designation

Witness

1. Name
Address
2. Name
Address

For and on behalf of **Bharat Heavy Electricals Ltd.**
CSU & FP, Jagdishpur, Amethi (UP)



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

ANNEXURE E

PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

In consideration of the Bharat Heavy Electricals Limited, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 the concerned division being BHEL, Centralised Stamping Unit & Fabrication Plant (CSU &FP), Jagdishpur (hereinafter called BHEL) having agreed to exempt (hereinafter called “the said Contractor(s)”) from the demand, under terms and conditions of agreement dated made between BHEL and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by said contractors of the terms and condition contained in the said agreement, on production of bank guarantee for Rs. (Rupees only)

1. We (hereinafter referred to as “the Bank”) at the request of contractor(s) do hereby undertake to pay to BHEL an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss or damage caused to or would to or suffered by BHEL by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. Weundertake to pay to BHEL any money so demanded notwithstanding any dispute or disputes raised by contractor (s) supplier(s) in any suit or processing pending before any court or tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and the it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged form all liability under this guarantee thereafter.

i. Wefurther agree with BHEL that BHEL shall have the fullest liberty



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone any time or from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, of extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of BHEL or any indulgence BHEL to the said Conference(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for its provisions, have effect of so relieving us.

ii. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

iii. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of BHEL in writing.

iv. The address of BHEL of services, correspondence in respect of matters relating to this guarantee shall be:

BHARAT HEAVY ELECTRICALS LIMITED
CENTRALISED STAMPING UNIT & FABRICATION PLANT
INDUSTRIAL AREA, JAGDISHPUR
DISTT.AMETHI, PIN-227817

ADDRESS OF THE BANK IN FULL

Dated the Day of 20...

Pin Code :

Telegraphic Code :

For

Telex No. :

(Name of Bank)

Fax No. :

WITNESS:

1.

2.

Notes:

- a) *The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.*
- b) *The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.*



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

ANNEXURE F

LIST OF CONSORTIUM BANK

	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

ANNEXURE G

CERTIFICATE OF DECLARATION CONFORMING THE KNOWLEDGE OF SITE CONDITION

We M/s.....
here by declare and confirm that we have visited the site under the subject
namely,.....and acquired
full knowledge and information about the site conditions, wage structure, industrial climate and
total work involved . We further confirm that the above information is true and correct and we will
not raise any claim of any nature due to lack of knowledge of site condition.

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

ANNEXURE- H

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/S.
(Hereinafter referred to as 'company') having its registered office at
.....is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11dated:
Category: (Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date
..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 : Rs.Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: RsLacs

The above investment of RsLacs is within permissible limit of RS.
.....Lacs forMicro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



BHARAT HEAVY ELECTRICALS LIMITED CSU & FP Jagdishpur

ANNEXURE - I

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 _____ ALL INDIA TRANSPORT RATE CONTRACT(AITRC 2016-18)

_____ Vide NIT No.: BHEL/CSU&FP/AITRC/07

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



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

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

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



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

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 Bidders(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(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to 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



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

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 sub-contractors 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



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

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.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

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.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

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)

Date-----

Witness:_____

(Name & Address):_____

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

Date-----

Witness:_____

(Name & Address):_____



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

ANNEXURE - J

REVERSE AUCTION - TERMS & CONDITIONS

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).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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 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, as provided on case-to-case basis to Service provider within two working days of Auction without fail.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

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 standard 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 decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

SECTION-II

QUALIFYING CRITERIA, EVALUATION OF OFFERS & BUSINESS DISTRIBUTION

(The 'Special Terms & Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Conditions').

1. **QUALIFYING CRITERIA:** The bidder **must** fulfill following qualifying criteria and submit the documentary evidence with Part-I bid:-

SL. NO.	CRITERIA	MINIMUM REQUIREMENT
1	Turn-over from business of Plying Transport Vehicles	Average Turnover of Rs 5 Crores during last three financial years i.e., 2012-13, 2013-14 and 2014-15.
2	Indian Banks' Association (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.
3	Branch Offices	As per List-A mentioned below
4	Fleet of Vehicles owned by bidder	The bidders must of minimum 50 nos. of commercial vehicles viz. Truck/ Trailers etc. owned by bidder. Details as per List B to be furnished.
5	Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized.	1. Certifying that they are not recently 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.
6	EMD	Rs. 2,00,000/- (Rs. Two Lacs) as provided in NIT.
7	Integrity Pact	Bidders must submit sign and stamped Integrity Pact (<i>As per annexure-I of Section-I</i>) as enclosed with this tender

Note:

- (i) Self attested Copies of Audited Annual Account i.e. Balance Sheet and Trading/Profit & Loss Account for the financial years i.e. 2012-13, 2013-14 and 2014-15 to be submitted.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- (ii) Complete detail - Address, Phone number, Mobile No., E-mail address and name of person incharge is to be provided as per List-A below.
- (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.
- (iv) A consent letter without any deviation to be given by the bidder that all terms & conditions of the tender are accepted by the bidder.

LIST A

Details of the office/ branches in the following format :-

Office Address	Name	Designation	Contact No.	E-mail ID
Head Office,				
Registered Office				
Jagdishpur Branch				
Bhopal Branch				
Haridwar Branch				
Hyderabad Branch				
Banglore Branch				
Mumbai Branch				
Trichy Branch				
Jhansi Branch				

Note: It is **essential** that bidder has offices/ branch at all the places given above. In case any bidder is not having office/ branch at the place, the bidder has to open/ start the office/ branch within **15 days** of the award of LOI/ WO/Contract.

Note: a) Above mentioned criteria should be met by the bidder himself and not by any associate bidder.

b) The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.

LIST B

Fleet details

Fleet details owned by the bidder to be given in format given below-

Sl No.	Vehicle Registration No.	Type of vehicle	Carrying Capacity	Year of manufacturing



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

2. EVALUATION & BUSINESS DISTRIBUTION:

2.1 The bill of quantity (BOQ) is given as the business constant in Price Schedule in **Section IV. Transporters can quote for either Group A or Group B or both the groups. GROUP A is for Mechanical Trailers whereas GROUP B is for Mechanical Trucks.** Transporters are required to quote for all categories in a particular group, otherwise their tender will not be considered and shall be disqualified.

2.3 Elimination of H1, H2... bidders: Top 20 % of offers, starting from H1, H2... in each category will be eliminated and will not be eligible to get counter offer(s) for those categories. [Fraction figures would be rounded to nearest integer to arrive at number of bidder(s)]

2.4 L1 rates for each category group-wise, shall be offered to L2 and L3 bidders for acceptance in that particular category. In case L2 or L3 bidder refuses to accept the counter offer, L1 rate will then be counter offered to next bidder viz. L4, L5, L6...so on till required number of bidders accept the L1 rates.

2.5 Counter offer is restricted to the number of transporters required as mentioned in NIT or the number of qualified offers after eliminating top 20%, whichever is less.

2.6 The BHEL reserves its right to negotiate with the L1 bidder, if required.

2.7 Paper price bid will be opened to evaluate the offers of Technical-cum-Commercial qualified bidder(s). Therefore, bidders are advised to quote their best rates in the first instance itself to remain in Rate Contract.

However, BHEL reserves its right to conduct Reverse Auction (ref. Annexure J of Section-I) instead of paper price bid opening.

2.8 Business award shall be done at equated rates only group-wise based on picked up L1 rates.

2.9 The work is to be distributed to a maximum of **Three successful bidders per category** (i.e., L1, L2, and L3 with L1 being lowest bidder) in both Group A and Group B, subject to acceptance of the L-1 rates. The business percentage distribution shall be as per **below:-**

No. of successful bidders in a category (N)	Business Share		
	L1	L2	L3
N=3	50%	32%	18%
N=2	68%	32%	
N=1	100%		



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

However, in case rate of **two or three** bidders are found exactly same in any category resulting in same status (L1 or L2 or L3), the work will be distributed equally among the bidders sharing the same status.

In a situation, rate of **four or more** bidders are found exactly in any category same leading to suspicion of cartel formation, the offers of all such bidders will not be considered for further evaluation.

Also, in a situation where rates quoted in all categories by two or more bidders are found exactly same leading to suspicion of cartel formation, the offers of all such bidders will not be considered for further evaluation.

2.10 In an eventuality of the rate contract being finalized on less than the required Number of transporters; BHEL may reschedule the volume of business & Performance Security Deposit amount accordingly to eligible transporters on pro-rata basis.

2.11 The percentage business distribution can be reviewed and revised by BHEL from time to time based on the performance and capability of transporters to place vehicles. Non-performing transporters may be debarred from subsequent tenders.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

SECTION-III

SPECIAL TERMS & CONDITIONS

(The 'Special Terms & Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Conditions').

- SCOPE OF WORK:** The scope of work includes safe transportation of stampings (packed in wooden boxes/ pallets), Steel coils & bundles, tools & dies, Fabricated steel components and assemblies, Steel Plates, Machines, Spares and other miscellaneous items from BHEL (CSU & FP) Jagdishpur to anywhere in India, from anywhere in India to BHEL (CSU & FP) Jagdishpur, and from anywhere to anywhere in India.
- VEHICLE CATEGORIES:** Following types of vehicles are required for road transportation of consignments to-and-fro Jagdishpur:-

Group	Category No.	Vehicle Type	Carrying Capacity [Payload] (minimum chargeable)	Size [LxWxH] minimum in Feet (in cm)
Group A (Mechanical Trailers)	A1	Flat Bed Trailer (FBT1)	20 MT	40 x 8 x 8 (1219x244x244)
	A2	Flat Bed Trailer (FBT2)	25 MT	40 x 8 x 8 (1219x244x244)
Group B (Mechanical Trucks)	B1	Heavy Goods Truck (HGV)	15 MT	22 x 7 x 8 (671x213x244)
	B2	Normal Truck (NT)	9 MT	18 x 7 x 7 (549x213x213)
	B3	Canter Truck (CT)	5.5 MT	16 x 6 x 7 (488x183x213)
	B4	Mini Truck (MT)	3.5 MT	14 x 6 x 7 (427x183x213)
	B5	Part Load (PL)	1 MT (Max)	NA
TOTAL				

- The tentative **Bill of Quantity (BOQ)** is indicated in **Price Schedule (Section IV)** for above categories. BHEL do not give any guarantee for above load and these quantities may vary depending upon actual factory operation of BHEL CSU & FP plant. The transporters shall lay no claim whatsoever on BHEL if no fixed volume of work is given to them during the currency of the contract.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- b) The load shown above are only indicative and may be re-distributed among various categories depending upon the requirement of BHEL.
- c) If the actual weight carried by a vehicle is more than the carrying capacity permitted for that type of the vehicle (as per above table), **pro-rata payment** of rate shall be made depending upon the actual weight of the consignment. However this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Tare Vehicle Weight (Unladen weight) mentioned on RC.
- d) For Consignment booked under Part Load category the freight shall be payable against actual weight subject to maximum of 1 MT. Above 1 MT, the consignment will be treated as 'full truck-load' of 3.5 MT.
- e) The minimum chargeable distance shall be 100 KM.

3. PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS:

- a) The local Jagdishpur branch office shall be single point contact of all inward and outward transportation. The requisition of vehicle shall be given to the local branch office though phone or e-mail. Therefore phones, mobiles, and email ID must be operative all the time by Jagdishpur branch during the contract period.
- b) The Contractor (hereinafter called the 'Transporter') shall lift the consignment within stipulated time of Three Working Days from the date of allotment/placement of demand except in exigencies where shorter duration could be inevitable. If failed to do so, necessary penalty shall be applicable as mentioned in this tender. However, wherever possible, sufficient advance intimation shall be given for placement of vehicles for loading consignment.
- c) The vehicle will be normally required to report to our specified places between 8.00 AM to 3.00 PM on working days. The exit timings shall be generally upto 5.00 PM on working days.
- d) Loading and Unloading of vehicles may take upto 3 and 2 working days respectively, as applicable. For delay in loading / unloading beyond this stipulated time the detention charges as mentioned in the contract will be paid by BHEL to transporter on claim of same.
- e) Loading & Unloading work shall be in scope of consignee or consignor.
- f) The transporters shall also ensure that Motor Vehicle Act/Rules stipulations are strictly followed. It will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work of the rate contract w.r.t. the axle and tyre configuration ensuring the load bearing capacity as per Motor Vehicle Act/Rules stipulated by Ministry of Road Transport & Highways.
- g) The vehicle(s) required to be deployed under the transportation rate contracts will be in roadworthy conditions, to give uninterrupted service to the BHEL. In case transporters fail to place/ deploy vehicle(s) after confirming, BHEL shall be at liberty to make suitable alternative arrangement. All additional expenditure as also damage/losses incurred by the BHEL as a result of break-down of the transporter's vehicle(s) or transport arrangement, will be payable by the transporter to the BHEL and such damage/losses shall determine by the BHEL at its sole discretion.
- h) In case of failure to ensure compliance of any or all of the preceding clauses, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost. In such cases a token penalty per day may be levied by BHEL at its



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

discretion on the transporter, this shall be deducted from their running bills for each day of delay for maximum one week.

- i) The transporter shall be responsible for safe delivery of the consignments. The transporter will ensure that -
 - I. The truck/trailer shall not be overloaded. 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.
 - II. The consignments shall be transported in a manner so that no part of it shall be hanging outside the carrier.
 - III. No trans-shipment is allowed.
 - IV. The transporter shall be responsible for safe custody & transportation of goods as per GR details & weight.
 - V. Transporter will give information/ messages on daily basis about the movement/ location of the lorry during the entire period of transportation.
 - VI. The consignment shall be properly fixed/ secured on the carrier by means of weldments /slings etc. as required for the safe transportation of the consignments.
 - VII. Suitable cover/ tarpaulin to protect against rain/ bad weather condition.

4. LATE PLACEMENT CHARGES / DAMAGES / PENALTY AND RECOVERIES: -

Vehicles as and when demanded will have to be placed by the transporter.

At Jagdishpur, placement time for any type of vehicle will be Three Working Days from date of intimation (excluding date of intimation). For other stations, vehicle placement time for any type of vehicle will be Five working days. Penalty shall be levied for the delay / non-placement at the rates mentioned below:

For Delay in vehicle placement: A penalty of Rs. 1000/- for trucks (mini / close body/ part load) per vehicle per day and Rs. 2000 /- for Trailers (all categories) per vehicle per day for each occasion will be levied.

For Non-placement of vehicles: If transporter fails to place the required vehicle within seven working days from date of intimation at Jagdishpur and 10 working days from date of intimation at any other station, BHEL reserves the right to transfer that load to any other transporter AND a penalty of Rs. 1000/- for trucks (mini / close body) per vehicle per day and Rs. 2000 /- for Trailers (all categories) per vehicle per day shall be deducted from running bills/ SD of errant transporter (who failed to place the required vehicles) for a maximum of one week from date of intimation for vehicle requirement.

If such instances are repeated three times in a period of six month, BHEL reserves the right to take appropriate action as deemed fit.

5. PENALTY FOR DELAY IN DELIVERY:

- a) Prompt delivery of the consignment is of prime importance. The stipulated transit time (excluding the day of loading at source and reaching at destination) for transportation of consignments shall be as under:-

SL.	Loading Type / Vehicle	Permissible stipulated transit time
1	For Normal Load	
A	HGV/ Normal truck / Mini truck/ Canter Truck	250 KM per day
B	Flat Bed Trailer (FBT1, FBT2)	200 KM per day



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

2	For ODC:	
A	HGV/ Normal truck / Mini truck/ Canter Truck	200 KM per day
B	Flat Bed Trailer (FBT1, FBT2)	150 KM per day
3	For Part-Load Consignments:	
A	0 – 500 KMs	4 Days
B	501 – 1500 KMs	8 Days
C	1501 KMs & above	8 Days + 200 KM per day.

- b) If consignments are not delivered within the above mentioned permissible stipulated transit time, a **LD/penalty @ 2%** of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied.
- c) If transit time (number of days) comes in fractions, the allowable days shall be rounded off to nearest integer for calculation of LD/penalty. Eg. If delivery days as per above stipulated time comes as 3.3 days it will be considered as 3 days and stipulated time comes as 3.7 days it will be considered as 4 days.
- d) Additional grace period for the purpose of penalty computation, as given hereunder shall be allowed on documentary substantiation in following cases.
- At each railway crossing 4 days maximum
(For o/h height barrier removal or/and power shutdown only)
 - From / to hill regions/N.E.Regions 5 days maximum
 - Octroi /Entry Tax clearance 2 days maximum
- e) Delays/ transshipment etc. will be condoned and waiver of penalties thereto shall be at the discretion of BHEL based on the representation received from the transporter on case-to-case basis. For typical designs requiring slow movement in the interest of safety of the consignment, BHEL shall decide additional transit time.
- f) For the purpose of computing the delivery time, the date of LR or actual date of exit from plant (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee.
- 6. 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*.
 - Delay attributable to above force-majeure conditions will be reviewed by BHEL on case to case basis after representation by transporter on case to case basis for granting relief on merit.
- 7. DETENTION CHARGES:**
- At Loading Point:** Rs.500 per day after 3 working days of arrival of the vehicle is payable subject to based upon entry and LR date mentioned by consignor. The detention charges



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

shall be limited to maximum 10% of the freight charges. The detention charges shall be payable for consignments sent on full truck load basis only.

- b) **At Unloading Point:** Rs.500 per day after 3 working days of arrival of the vehicle is payable based upon entry date and receipt date mentioned on LR by the consignee. The detention charges shall be limited to maximum 10% of the freight charges. The detention charges shall be payable for consignments sent on full truck load basis only.

8. OCTROI / ENTRY TAX:

- a) The transporter shall obtain Octroi exemption certificates at the time of lifting the consignments, wherever necessary so that BHEL is not put to any loss or disadvantage.
- b) Transporter shall arrange to pay the Octroi duty and entry tax under conditions warranting and the same will be reimbursed to them along with the freight bill on production of true copy of the original certificate duly authenticated by the concerned product commercial group to whom the original has to be handed-over.

9. LETTING FEE (PENALTY) REIMBURSEMENT:

Wherever any letting fee (penalty) is imposed by any Government for carrying ODC consignments (as per Rule 93 of C.M.V. Rules, 1989), the same shall be reimbursed on submission of original money receipt, supported by Govt. notification. No other ODC charges shall be payable in such cases.

10. TRANSIT INSURANCE:

- a) 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 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/GR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

11. DIESEL ESCALATION / DE- ESCALATION:

- a) The first increase/ decrease in diesel prices will be considered only after six months of the award of the contract and similarly after every three months the calculation of diesel escalation/ de-escalation will be considered.
- b) On increase / decrease in diesel rates after due period, the freight rates agreed between BHEL and the transporter for vehicles would increase/decrease by 30% of percentage increase/ decrease in the rates of diesel prevailing over the base rate of diesel.
- c) The base / reference diesel rate shall be the actual diesel rate diesel on the date of tender (part-I) opening.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- d) Any increase/decrease so allowed to the transporters will be added to or subtracted from the basic freight rate. This increase/decrease will be computed on the date of LR/GR.
- e) The current/ base diesel rate shall be based on rate of High Speed Diesel (HSD) / Non-branded diesel on the date of bid opening as available on website of Govt./PSUs oil companies like IOCL, HPCL, BPCL etc. applicable for state capital of Uttar Pradesh i.e. Lucknow.
- f) Freight increase on any other account will not be permissible.

12. OVER DIMENSIONAL CONSIGNMENTS (ODC):

- a) **For Category HGV/ Normal Truck / Mini Truck/ Canter Truck:** For consignments falling under this category with any dimensions exceeding upto 20% of the normal dimensions, an extra payment will be made additionally @ 10% of basic freight of full truck, on account of ODC. Dimensions of all the consignments transported will be recorded invariably on the GR at booking point.
- b) **For Category FBT1, FBT2:** Consignment falling under FBT1, FBT2 category, with length above 1220 cms or width above 260 cms for FBT and 300 cms for LBT or height above 300 cms will be treated as extra-large consignments or over dimension consignments i.e., ODC. Extra payment (whichever gives higher percentage to transporter) will be made for any one dimension i.e. such as length or width or height of the consignment. Dimensions of all the consignments transported will be recorded invariably on the LR/GR at booking point.

Extra payment shall be made as per the dimension slabs mentioned below:-

Dimension Slab for ODC		Extra % on basic freight of full trailer
LENGTH	For increase in length above 12.20 mtrs. and up to 13.5 mtrs.	5%
	For increase in length of every 0.50 mtrs. or part thereof above 13.5 mtrs.	5%
WIDTH	For increase in width above 2.6 mtrs. and up to 3.5 mtrs. (For FBT)	4%
	For increase in width of every 0.25 mtrs. or part thereof above 3.5 mtrs.	4%
HEIGHT	For increase in height above 3.0 mtrs. and upto 3.5 mtrs.	5%
	For increase in height of every 0.25 mtrs. or part there of above 3.5 mtrs.	5%

Note: ODC charges as mentioned above are fixed and payable for transportation of consignments falling in ODC category. BHEL shall not pay any other charges/ penalty imposed by any state govt. or any other authority for ODC.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

13. FREIGHT PAYMENT:

- a) Transporter shall raise the bills after completion of the transportation of all the consignments & payment will be made within 45 days from the date of receipt of bills. Delivery challans accepted by the consignee are to be submitted along with the bill.
- b) Mode of payment of freight will be either on:
"To Pay" [TP] (*i.e. to be paid by Consignee*) basis after receipt of goods at destination, **OR**
To be billed" [TBB] (*to be paid by BHEL-CSU & FP Jagdishpur*) after satisfactory delivery of goods to Consignee and production of documentary evidence in support thereof.
- c) Transporters shall submit their freight bills along with LR/GR copy acknowledged by consignee in original or delivery challan accepted by the consignee in original and BHEL Jagdishpur weighing slips. Only BHEL Jagdishpur weighing slip will be considered and used for freight calculation.
- d) All freight payment will be made through e-Payment after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- e) ODC Payment: Transporter shall claim the ODC charges on their freight bills. Payment against ODC charges shall be made as per formula mentioned in the contract.
- f) Payment of freight bills shall normally be made within 45 days of presentation of the bill, duly supported with the acknowledgement on the LR/GR. 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.
- g) Freight Bills submitted after 90 days from the date of delivery will not be accepted unless transporter explains the delay in writing.
- h) For extra weight carried by the vehicle beyond the capacity due to exceptional circumstances, payment will be made on pro-rata basis.
- i) Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by the consignee in regard to acceptance of consignments or settlement of insurance claim by underwriters in case of equipment damage.
- j) Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- k) 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.

l) Hilly Area Charges

For journey to/ from hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh/ Kashipur in Uttaranchal and Parmanoo/ Kiratpur in Himachal Pradesh), or any other hilly region in any part of the country as identified on case to case with the approval of BHEL, freight will be allowed additional 15% over and above the applicable rate for the total journey.

m) North-Eastern/ Eastern States Charges

For journey to/ from North-Eastern states (destinations beyond Siliguri in North Eastern Sector), freight will be allowed additional 60% over and above the basic freight for the total journey. Additional 20% freight over and above the basic freight for



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

the total journey will also be allowed to/ from state of Odisha and for Kanker, Bastar & Surajpur Dist in CG state. No additional hilly area charges are payable in such cases.”

14. EXTENTION & TERMINATION OF CONTRACT:

- a) **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, and the approved transporters. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- b) **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.
- c) If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- d) The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- e) If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/SD paid may be forfeited and contract terminated.
- f) BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects.

15. SUB-LETTING OF WORK:

Under no circumstances, the transporter after entering the rate contract would be permitted to arrange transportation of consignments entrusted to him through another transporter/ agencies. However, hiring of vehicles and services from other transporters/agencies/ brokers of repute in the market is permitted. Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

16. TRAFFIC REGULATIONS & REQUIREMENTS:

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



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- d) It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.
- e) 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 except in exceptional circumstances with the written consent of BHEL.
- f) 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.
- g) Transporters shall make aware concerned drivers/ staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- h) Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry upto date fitness, road permit, insurance and related documents/ certificates.
- i) 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.
- j) Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

17. ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- 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.
- b) 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.

18. PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -

- a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- b) That good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
- c) To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin covering to the consignments.
- d) 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.
- e) Lashing should be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
- f) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

19. SAFETY OF CONSIGNMENT:

- a) 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.
- b) 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.
- c) The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- d) Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
- e) Transporter shall auction no 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.
- f) 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, on freight "To pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for *to & fro* freight will rest with BHEL.

20. STATUTORY OBLIGATIONS OF TRANSPORTER:

- a) 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.
- b) 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.
- c) 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.
- d) 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.

21. 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.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- 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 transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
 - (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.

22. TRANSSHIPMENT:

- a) Transshipment [*unloading from vehicle and then reloading on to another vehicle*] en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g. on accident en-route or other *bonafide* reasons, provided approval is taken from BHEL in advance.
- b) In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter and all transshipment charges shall borne by the transporter.
- c) For all transshipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any, shall be made good by the transporter.
- d) Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.
- e) Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site of damage back to BHEL free of charge.
- f) Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.
- g) Vehicle carrying consignment on full truck load [FTL] basis shall not carry any other consignment in the same vehicle en-route. Should such a case be found, freight payment shall be restricted to single consignment only.

23. CONSIGNMENT NOTE CERTIFICATION:

The following information shall invariably be legibly and clearly indicated on the Consignment Note (i.e. LR/GR) by the transporter at the time of loading of the consignment.

- i) Registration No(s). of the vehicle(s).



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- ii) Weight, dimensions and No. of the packing cases or liquid quantity in KL.
- iii) Name & address of the consignor with specific destination.
- iv) Description of the consignments with BHEL Purchase Order (PO) reference.
- v) Distance to destination in KM and rate of freight.
- vi) Dispatch Control Record entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
- vii) Freight details and consignment value.

24. VEHICLE MOVEMENT REPORTING:

- a) Monitoring of BHEL consignment should be made by the Transporter 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 Transporter only.
- b) In case, the System is not made available by the Transporter, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Transporter. 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 Transporter at their cost and risk in all the vehicles which carries the consignments. The Transporter 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/ not working in 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 Transporter and suitable action will be initiated thereafter.

25. ROUTE & DISTANCE:

- a) The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
- b) Station to station distances are calculated and approved by BHEL and is given at **Annexure-1** for frequent sources and destinations. These distances are only to be used for calculation of freight. This table is reviewed periodically for inclusion/ updation of new destinations.
- c) Wherever a particular station is not exhibited in Annexure 1, the shortest route as per the following websites will be considered in the following order:
 - 1. maps.google.com (co.in)
 - 2. mapmyindia.com (co.in)
 - 3. maps.yahoo.com (co.in)In case the shortest route is not feasible, the BHEL distance committee shall finalize the shortest feasible route and distance.
- d) Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall give documentarily evidence e.g. news clippings/ photographs of road obstructions/ diesel filling bills/ endorsement from PWD, RTO check posts etc. along with the freight bill.
- e) The minimum distance chargeable shall include transportation of consignments within and around of BHEL factory premises within local limits and when the consignments are called back to plant after exit by BHEL due to *bonafide* reasons. However, if the



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

vehicle is brought back inside plant for correction in lashing, loading, packing etc. no freight charges shall be paid for such trips.

26. TRANSIT PERIOD:

- a) The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible time.
- b) Transporters shall make available the delivery information within 2 days of delivery in all cases referred to them by BHEL.
- c) For all overdue consignments (i.e. delayed beyond the stipulated delivery time) transporters shall, through their local office, submit delivery status of the consignments regularly on daily basis.

27. DESPATCH DOCUMENTS:

- a) While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
 - i. Dispatch Advice Note/Challan,
 - ii. Excise Invoice (Pink/ Duplicate) indicating PO reference,
 - iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
 - iv. Consignee Copy of LR for door delivery,
 - v. Road Permit/Waybills etc. wherever applicable,
 - vi. SMIV/PMIV/Excise Gate Pass, wherever applicable.
 - vii. Transport Memo, wherever applicable.
- b) 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.
- c) In case the transporter fails to deliver original Excise Gate Pass (*duplicate for transporter to claim Modvat*) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- d) 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.

28. ESCORTS:

Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge. The transporter will have to organize their own escort on BHEL's request for which no charge will be paid.

29. PERFORMANCE EVALUATION / BUSINESS DISTRIBUTION:

- a) The performance of the transporters shall be evaluated for each rate contract based upon the performance parameters like timely placement of vehicles, safe & timely delivery, movement reporting, transshipment and timely submission of freight bills.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

- b) Business distribution may therefore, vary from time to time, depending upon the performance of the transporters.
- c) Preference in allocation of demand will be given to those transporters who are able to place vehicles as per time frame required by BHEL.

30. ARBITRATION:

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

31. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to the rate contract, the Jurisdiction of Amethi / Sultanpur (UP) district court shall apply.

32. CONTRACT AGREEMENT: This contract is applicable for both units of BHEL Jagdishpur i.e., Centralized Stampings Unit (CSU) and Fabrication Plant (FP) and shall be operated and monitored by both units separately as per Bill of Quantity mention in this tender. Therefore, the successful bidders are required to enter into contract agreements (on non-judicial stamp paper of appropriate value) with CSU and FP separately and shall also submit separate security deposits for the amount calculated as per BHEL policy.

33. BHEL Reserves the right to: -

- a) Have parallel contract at the same rate or different rates with any number of transporters for any destination.
 - b) Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
 - c) Approve such number of transporters as may warrant for smooth operational requirement.
 - d) Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
 - e) restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- 34.** The offers of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP Jagdishpur

ANNEXURE 1

DISTANCE CHART

Frequent Source / Destinations and their distances are given below:-

Sl. No.	Distance from BHEL JAGDISHPUR to	STATE	Distance (in KM)
1	MUMBAI	MAHARASTRA	1459
2	HARIDWAR	UTTARAKHAND	601
3	BHOPAL	MADHYA PRADESH	722
4	HYDERBAD	ANDHRA PRADESH	1301
5	TRICHY	TAMILNADU	2213
7	BANGLORE	KARNATAKA	1907
8	JHANSI	UTTAR PRADESH	368
9	NEW DELHI	DELHI	580
10	Gadarwara	MADHYA PRADESH	604
11	IB Valley OPGCL	ODISHA	801
12	Manuguru	TELANGANA	1327
13	Ennore	TAMILNADU	1898
14	Wanakbori	GUJARAT	1126
15	North Karanpura	JHARKHAND	415
16	Kothagudem	TELANGANA	1366

Note:

- Freight charge shall be calculated on the basis of above distance only.
- The distances not covered in above table shall be considered as mentioned clause 25 (c) this section.

SECTION IV

PRICE SCHEDULE & BOQ

GROUP A

(For Mechanical Trailers)

NIT No. BHEL/CSU&FP/AITRC/07

Please refer Section-II for details on Vehicle Category and quote rates suitably in below format only:-

Group	Category No.	Vehicle Category / Variant	Minimum Chargable Weight (MT)	Total Bill of Quantity Approx. (In MT-KM)	Rate # (Rs. Per MT per KM) To be quoted by bidder
Group A (Mechanical Trailers)	A1	Flat Bed Trailer (FBT1)	20 MT	50,561,711	
	A2	Flat Bed Trailer (FBT2)	25 MT	22,569,040	
Total Business Value or Total Cost (T_A)					

Note: Rate to be quoted for all categories.

Rate to be quoted inclusive of all taxes and charges except service tax which shall be payable at actual.

Date:

(Signature & Seal of the Bidder)

SECTION IV

PRICE SCHEDULE & BOQ

GROUP B

(For Mechanical Trucks)

NIT No. BHEL/CSU&FP/AITRC/07

Please refer Section-II for details on Vehicle Category and quote rates suitably in below format only:-

Group	Category No.	Vehicle Category / Variant	Minimum Chargable Weight (MT)	Total Bill of Quantity Approx. (In MT-KM)	Rate # (Rs. Per MT per KM) To be quoted by bidder
Group B (Mechanical Trucks)	B1	Heavy Goods Truck (HGV)	15 MT	3,556,488	
	B2	Normal Truck (NT)	9 MT	261,200	
	B3	Canter Truck (CT)	5.5 MT	240,000	
	B4	Mini Truck (MT)	3.5 MT	224,000	
	B5	Part Load (PL)	1 MT (max)	56,000	
Total Business Value or Total Cost (T_B)					

Note: Rate to be quoted for all categories.

Rate to be quoted inclusive of all taxes and charges except service tax which shall be payable at actual.

Date:

(Signature & Seal of the Bidder)