



BHARAT HEAVY ELECTRICALS LTD.
TRANSMISSION BUSINESS GROUP - MATERIALS MANAGEMENT
5th Floor, Tower-A, Advant Navis IT Business Park,
Noida, Uttar Pradesh- 201305

Sub: Rate Contract for 2 Years for Transportation of M S Rods on Mechanical Trailers

Tender Enquiry No. TBMM/RC/TPT Dated 18.02.2016

Due Date of Tender Opening : 15/03/2016

TIME: 02:30 Hrs (Tender has to be submitted by 2 PM)

Please find herewith enclosed above-mentioned tender enquiry along with following enclosures:

1. Scope of Work with Terms and Conditions
2. Schedule of Commercial & Technical Deviation
3. Price Format- Annexure-A & Annexure-B
4. Affidavit-Cum-Undertaking
5. Terms & Conditions of Reverse Auction

You can also submit your offer to email-id tenderbox@bhel.in also without cc to anybody.

INCOMPLETE BIDS AND/OR BIDS NOT COMPLYING WITH TENDER CONDITIONS SHALL BE TREATED AS NON RESPONSIVE AND ARE LIKELY TO BE IGNORED.

Please acknowledge the receipt of tender enquiry and fax back this letter by ticking the appropriate item below.

HIMANSHU KANASKAR
DY. MANAGER / TBMM
0120 - 6748532

ACKNOWLEDGEMENT BY TENDERER

We acknowledge the receipt of tender.

- (a) The offer against subject enquiry shall be submitted by the scheduled date and time.
- (b) We regret to quote. The item in reference is out of our range.
- (c) We regret because of our prior commitments
- (d) Any other reason.

Signature and Seal of Tenderer

To : Shri S.C.SHIVHARE Sr. MANAGER/TBMM BHEL, New Delhi PH- 0120-6748471

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)**

**SCOPE OF WORK WITH TERMS & CONDITIONS
FOR TENDER ENQUIRY FOR TRANSPORTATION**

S. No.	ENQUIRY NO : TBMM/RC/TPT	DATE : 18 – 02 - 2016
1.	<p>INSTRUCTIONS TO BIDDERS :</p> <p>1. Sealed quotations are invited for the scope of work mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written <u>both in words and figures</u> and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 14.00 Hrs. of the due date of opening: Materials Management Division, Transmission Business Group-BHEL Tower-A, 5th Floor, Advant Navis IT Business Park, Sector-142, Noida, G.B. Nagar (U.P.) - 201305</p> <p>You may send your offer to e-mail id: tenderbox@bhel.in also without cc to anybody</p> <p>3. The same shall be opened at 14.30 Hrs. onwards on the same day. Tenders received late will be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered at the above office by due date & time.</p> <p>4. Bids are to be submitted in Two Parts:</p> <p>i) Techno-commercial bid (Part 1)- which shall include following :-</p> <ul style="list-style-type: none">• This Scope of Work with Terms & Conditions duly signed by you.• Schedule of Commercial Deviation. However, the bids having deviation(s) w.r.t. Tender Terms & Conditions are liable for rejection.• A copy of Price Bid (part II) (without prices) is also to be enclosed in Part-I bid. <p>ii) Price bid (Part II): To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or commercial Terms. The The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part-I & Part-II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry No., Item, Project name and due date of opening.</p> <p>5. <u>For any Commercial clarification, please contact:</u></p> <p>SH. S.C. SHIVHARE, SR. MGR.(TBMM) HIMANSHU KANASKAR, DY. MANAGER (TBMM) BHARAT HEAVY ELECTRICALS LIMITED TRANSMISSION BUSINESS GROUP TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305, DISTT- GAUTAM BUDH NAGAR, UP, INDIA Phone : 0120-6748532 / 0120-6748471 Email: kanaskar@bhel.in / scshivhare@bhel.in</p>	

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	<p>6. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”</p> <p>(Further to above clause, please refer attached Annexure I for Terms & Conditions Of Reverse Auction Page 1 & 2).</p> <p><u>RA guidelines is also on BHEL website (www.bhel.com)</u></p> <p>Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>Authorized signatory should authenticate tender documents. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.</p> <p>Enquiry shall also be uploaded in the CPP portal.</p>	
2.	<p><u>THE SCOPE OF WORK SHALL BE AS FOLLOWING:</u></p> <p>Rate Contract for two years for Transportation of M. S. Rod on Mechanical Trailers. The Contract is from anywhere to anywhere within India irrespective of any Geographical Conditions i. e. Hilly area, Non-Hilly area, North Eastern Parts of the Country etc.</p> <p>The Trailer should be suitable for Transporting Standard Lengths of MS Rods i. e. 6000 – 12000 mm Length.</p> <p>Loading and Un-loading of material shall be in BHEL Scope. Loading in the scope of Vendor of BHEL and Un-loading of material in Respective Site of BHEL.</p> <p>DECLARATION IN THE FORM OF AFFIDAVIT</p> <p>1. Bidders shall submit an affidavit on non – judicial stamp paper valued Rs. 100/- and duly notarized, certifying that they are :</p> <p>a. Presently not put on hold. Suspended, delisted, banned or Black – listed by any of the BHEL Units.</p> <p>b. Not have been booked by CBI and /or indicted by a Court of law in any criminal case relating to transportation.</p> <p>In case it comes to notice of BHEL at a later stage that the contract award was obtained giving incomplete/false/suppressed/forged Information then the contract is liable to be terminated & earnest money/ performance security deposit forfeited.</p> <p>2. Affidavit–cum-undertaking (as enclosed with this enquiry)</p>	

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	<p>Note: The Transit Insurance shall be in the scope of BHEL. For this purpose, Transporter has to immediately inform BHEL regarding the Consignment to be lifted will all relevant details i. e. LR No., Invoice No. & Date etc. in advance to enable BHEL to arrange for Transit Insurance.</p>	
3.	<p>FREIGHT RATES : The freight rates to be quoted on per MT/KM basis for door delivery / store up to destination / store shall be inclusive of all taxes except service tax. Quoted rates should be inclusive of all other charges, taxes (except service tax). However, entry tax/ Octroi applicable shall be paid extra on documentary evidence / proof of such payment. Further, rate of applicable service tax should also be indicated. Service tax shall be paid by BHEL.</p> <p>Important :</p> <p>3.1) Please note that all the necessary arrangements including Stoppers, Supports, anchoring rope etc. required for Safe and secure delivery of M S Rods at Site will have to be managed by Transporter at his own cost. Hence, please quote the Prices considering above factors as well as the Road conditions for Transportation. No additional Claim shall be entertained later whatsoever may be the reason.</p> <p>3.2) Also, please note that, it is the sole responsibility of Bidder / transporter in their own interest to conduct the Route Survey of the envisaged Route for Transportation prior to commencement of transportation. As, it will be deemed that the Bidder is clear of the Landscapes and Roads, Terrains / culverts / bridges etc. through which the consignments are passing and the Price aspect for encountering the same is taken care while quoting for Tender. No additional Claim on any account shall be entertained later whatsoever may be the reason.</p> <p>3.3) However, the transit insurance shall be arranged by BHEL but in case of any eventuality / accident etc. it will be the primary responsibility of transporter to lodge the FIR immediately, provide full support & all requisite documents as desired by insurance company and also to make arrangements for safe delivery of material to site.</p> <p>3.4) No detention, demurrage, wharfage, storage or any such charges shall be payable.</p> <p>3.5) Losses to BHEL on account of any Shortages, Pilferage, and Damage etc during Transit shall be recovered from the Transporter's Bills.</p> <p>3.6) Over-Loading shall not be permitted under any condition.</p>	
4.	<p>TERMS OF PAYMENT : 100% payment along with taxes, duties etc. after satisfactory delivery of goods to Consignee / Customer and within 60 days from the date receipt of Complete Invoice along-with all the following docs documents.</p> <ol style="list-style-type: none"> 1. Original Invoice (Original + 2 Copies) 2. PVC Invoice (Original + 2 Copies) (if applicable) 3. Original LR Duly Endorsed in favour of Customer by BHEL Site Person (Original + 2 copies). 4. Original MRC [Material Receipt Certificate] duly signed and stamped by BHEL Site Person (Original + 2 copies). 5. Diesel Rate Certificate (on the letter Head of transporter) 6. Diesel Rate Circular (from the website of Oil PSUs Companies like BPCL, HPCL, ONGC etc.) 7. Copy of Security Deposit. 	

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	<i>The invoice must also mention Freight Escalation, if any, as per Clause 25 of this NIT with Documentary Evidence.</i>	
5.	INTEREST LIABILITY : In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.	
6.	EARNEST MONEY DEPOSIT: The Earnest Money Deposit for Rs. 2,00,000/- [Rs. Two Lakhs only] in form of Pay order or Demand Draft only from Nationalized Banks in favour of Bharat Heavy Electricals Limited. Tenders received without Earnest Money in full or in the manner prescribed above will not be considered. EMD of the successful tenderer can be converted and adjusted against the security deposit. In the case of unsuccessful tenderer the Earnest Money will be refunded to them after finalization of the tender. EMD by the Tenderer will be forfeited as per Tender Documents if: <ol style="list-style-type: none"> i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 07 days after award of contract. 	
7.	SECURITY DEPOSIT : Successful Bidder shall be required to deposit the Security Deposit amount before start of work as follows : For the work-- Up to Rs. 10 lakhs: 10% For the work-- Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs. For the work-- Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs. The Security Deposit should be deposited within 15 days from the date of issue of Work Order or before signing of the Contract Agreement whichever is earlier in any one of the following forms: <ol style="list-style-type: none"> a) Pay Order, Demand Draft in favour of BHEL. b) Local cheques of scheduled banks, subject to realization. c) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back). d) Bank Guarantee from scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should be as per prescribed proforma. e) Fixed Deposit receipt issued by Scheduled Bank / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back. f) EMD of the successful tenderer can be converted and adjusted against the security deposit. g) The security deposit shall not carry any interest. h) Security deposit shall be refunded to the contractor after successful execution of the contract. Note: 1) Acceptance of Security Deposit against Sl. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.	

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	<p>2) The BG shall be submitted only through the Banker and direct submission by the party will not be accepted. Along with the BG, the Bank shall also furnish a letter of confirmation</p> <p>3) The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI/WO and the same will be kept valid by proper renewal till the completion of the work.</p> <p>4) BG should be sent directly to AGM – Finance, 5th Floor, Tower-A, Transmission Business Group-BHEL Advant Navis IT Business Park, Sector-142, Noida, G.B. Nagar (U.P.) - 201305</p> <p>If the value of the work done at any time exceeds the accepted agreement value, Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the contractor or recovered from the payments due to him.</p> <p>Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of EMD and cancellation of the award of work.</p> <p>BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.</p> <p><u>RETURN OF SECURITY DEPOSIT:</u></p> <p>If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand Certificate" in the prescribed form, returns properties belonging to BHEL/its Customer, taken, borrowed or hired by him for carrying out the said works, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL/its Customer under this contract or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.</p> <p>No interest shall be payable by BHEL on EMD, Security Deposit or on any money due to the contractor.</p>	
8.	<p>DESPATCH DOCUMENTS :</p> <p>8.1) While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor. Despatch documents viz. Copy of LR's, Weight of Consignments are to be immediately submitted to BHEL on despatch.</p> <p>8.2) The transporter shall be responsible for delivering all the relevant documents including of Road Permit etc. to the consignee and obtaining acknowledgement of the same.</p> <p>8.3) All documents related with transportation, required to be shown at various check posts are to be 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.</p>	
9.	<p>DELAYED DELIVERY:</p> <p>If consignments are not delivered within the transit schedule to each respective Project Site (transit time reckoning permissible speed i. e. 175 Kms per Day plus 4 (four) days grace period), an amount @ 2% of the basic freight charges for the delayed consignment per week of delay or part thereof subject to a maximum of 10% of the total order value shall be withheld.</p>	
10.	<p>VALIDITY :</p> <p>The offer shall be valid for 120 days from the due date of opening.</p>	
11.	<p>ACCEPTANCE / REJECTION OF TENDER :</p> <p>BHEL reserves the right to reject in full or part, any or all tender without assigning</p>	

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	any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.	
12.	DEVIATION : The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer.	
13.	SAFETY OF CONSIGNMENT : The transporter shall be solely responsible for the safe custody of the consignment from the time the material is handed over to him until the consignment are delivered at the destination, duly obtaining acknowledgement of delivery. The transit insurance shall be arranged by BHEL but in case of any eventuality / accident etc. it will be the primary responsibility of transporter to lodge the FIR immediately, provide full support & all requisite documents as desired by insurance company and also to make arrangements for safe delivery of material to site. 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. Even, in cases where the transporter does not have his branch office at delivery points, All consignment shall be accepted for transportation and deliver at such points. Similarly the transporter shall arrange for the collection of material from such points and delivery at Any such points. 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 consignor at the other end. Where all measures have exhausted and still the consignment is held by the transporter for a period of six months 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.	
14.	INDEMNITY : 14.1: The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees. 14.2: In case of any negligence on the part of transporter, it will be the sole responsibility of transporter to indemnify BHEL for entire loss to BHEL.	
15.	TRANS-SHIPMENT : Trans-shipment [unloading from vehicle and then reloading on to another vehicle] en-route is normally not permissible. Midway unloading and trans-shipment may however be permitted in exceptional cases, e.g. on customer's request, accident en-route or other bonafide reasons, provided approval is taken from BHEL in advance The Transporter will intimate to BHEL and get written approval from BHEL before proceeding to Trans-Ship the material. In all cases of transshipments, the entire responsibility for safety of goods shall be at the risk and Cost to BHEL of the transporter. 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. Any transshipment anywhere shall be done under strict supervision of the transporter/his representative to avoid the risk of any damage to the packing case or the consignment being trans-shipped.	
16.	ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator.	

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	The arbitration shall be under 'The arbitration and contract act 1996' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL.	
17.	LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at Delhi / New Delhi .	
18.	SUBCONTRACTING : Under no circumstances, the transporter after entering the contract would be allowed to arrange transportation of consignments entrusted to him through another transporter/agency.	
19.	ADJUSTMENT OF RECOVERY : Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.	
20.	FORCE MAJEURE CONDITION : If by reason of war, civil commotion, act of God, Government restrictions, strike, lockout which are not in control of transporter the deliveries are delayed, transporter shall not be held responsible.	
21.	SPECIAL INSTRUCTIONS : Transporter has to arrange transportation of material immediately after receipt of instruction regarding lifting of material from BHEL.	
22.	<p>PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS WITH PENALTY FOR NON LIFTING / RISK PURCHASE:</p> <p>22.1: Allocation of consignments shall be the sole prerogative of BHEL. The transporter shall be bound to accept the same.</p> <p>22.2: The transporter shall place appropriate vehicle as and when requisitioned through letter, e-mail, or any other mode of communication by BHEL within 72 hours of intimation. In case the vehicle is not placed within the stipulated time a penalty of Rs 2000/- per day shall be imposed on the transporter. In case the transporter fails to place the vehicle then BHEL may at its discretion place a vehicle from any other transporter at the risk and Cost to BHEL of the transporter having initial allocation.</p> <p>22.3: However, in case the total lot weight is more than 150 MT, the transporter will be required to arrange all the vehicles in time so that entire material (Limited to 300 MT) is lifted within 07 Days of intimation by BHEL. In case material is not lifted within the above said time, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & Cost to BHEL. For Material in excess of 300 MT, additional days, in excess of stipulated 07 days, will be permissible for lifting @ 50 MT per day. If the vehicles are not placed within the stipulated time, BHEL reserves the right to transport the consignments through alternate means. In such cases of failure on part of the transporters, any extra expenditure/charges incurred by BHEL shall be recovered equally from each of the transporters to whom the requisition for placement of vehicle was issued, by way of penalty. The decision of BHEL with regards to the actual losses incurred by BHEL shall be final and binding on the Transporter.</p> <p>22.4: The transporters shall 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 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.</p> <p>22.5: The Vehicle(s) required to be deployed for transportation will be in roadworthy conditions, to give uninterrupted service to the BHEL. In case transporters fail to palace/deploy vehicle(s) after confirming, BHEL shall be at</p>	

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	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 determined by BHEL at its sole discretion.	
23.	MINIMUM CHARGABLE DISTANCE : MINIMUM CHARGEABLE DISTANCE shall be 100 kms.	
24.	RATE CONTRACT CONDITION : The Rate Contract will be entered with 3 Transporters in the Ratio of 50%, 30% and 20% with 50% to Original L-1 bidder. The Rates of L-1 Bidder will be Counter offered to L-2, L-3, L-4 and so on Bidders in sequence. Only those Transporters who agree to match L-1 Rates will be entitled for award of Rate Contract. Counter offering will be done only till two more Bidders apart from L-1 Bidders are ascertained for award of Rate Contract. In case no Bidder matches L-1 Rates, entire Contract will be awarded to L-1 Bidder. In case only one Bidder matches L-1 Bidder, the share of Third L-1 Bidder i. e. 20% shall be equally divided among the Two Successful Bidders. Hence, the new division will be 60% and 40% with 60% to Original L-1 bidder. In case no other bidder matches L-1 prices, entire quantity will be awarded to L1 bidder.	
25.	FREIGHT ESCALATION : The base freight rates agreed between BHEL and the transporter for mechanical trailers would increase/decrease by 50% of percentage increase/ decrease in the rates of diesel prevailing over the base rate on the date of Techno-Commercial bid opening. Any increase/decrease so allowed to the transporter will be added to or subtracted from the basic freight rate. This increase/decrease will be computed as on 5th of every month and rates will be valid for that particular calendar month. The rate of diesel will be based on the rates obtained from PSU oil companies applicable to New Delhi. Freight increase on any other account will not be permissible.	
26.	ROUTE & DISTANCE: 26.1: The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid and 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. 26.2: The distance for the purpose of freight admissibility shall be the shortest route exhibited in the motoring guide of India (latest edition) or the shortest established route for the destination. Wherever a particular station is not appearing in MGI. The distance calculated up to the nearest station available in MGI will be suitably increased/decreased based on information from other sources like railway time table, project authorities etc. 26.3: Notwithstanding [26.2.] above, it shall be the responsibility of the transporter to use alternate shorter route, which may be available but not appearing in MGI and claim freight accordingly. If it is found at a later date that the transporter has adopted a route shorter than the claimed route, freight paid for the excess distance shall be recovered from the Transporter's running bills. 26.4: Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall submit documentary evidence e.g. news clipping/photographs of road obstructions/diesel filling bills endorsements from PWD, RTO check etc. along with the freight bill. 26.5: Wherever the consignee or consigner has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per redirected route.	

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	<p>26.6: MGI (Motoring Guide of India) and/ or actual route survey reports or as certified by concerned site/ commercial will be followed in working out the route and distance thereto. Permissible distance shall be certified by BHEL based on above inputs and the circumstances prevailing at the time of transportation, along with reasons for deviating the shortest route.</p>	
27.	<p>MINIMUM TRANSPORTABLE WEIGHT :</p> <p>Transportation shall be done by trailers only. Minimum transportable weight will be 22 MT. If qty is less than this minimum transportable weight then payment of F&I shall be made for minimum transportable weight i.e. for 22 MT.</p>	
28.	<p>Rate Contract Validity:</p> <p>Two years from date of award of Rate Contract with the provision to extend further for additional twelve months on mutual consent.</p>	
29.	<p>Termination of Contract:</p> <p>BHEL shall reserve the right to terminate the contract at any point of time without assigning any reason thereof.</p>	
30.	<p>Pre Qualifying Requirement:</p> <p>a) Should be approved transporter with any BHEL unit and should have done minimum business of 50 Lacs with BHEL in last 3 years. OR</p> <p>b) (i) Should be in of transport business since last five years and (ii) Should have executed transportation rate contract with Govt. Organizations/ BHEL or any other PSUs for a value of 100 Lacs in last 3 years.</p> <p>Quotations received from bidders which does not fulfil the PQR shall be Summarily rejected without any further evaluation and information to bidders.</p> <p>The bidder should furnish documentary evidence in support of above Pre-Qualification Requirement.</p>	
31.	<p>Indicative Distance:</p> <p>Indicative distance for comparison of Rates has been taken as 1000 KM.</p>	
32.	<p>ACCEPTANCE / REJECTION OF TENDER:</p> <p>BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.</p>	
33.	<p>DETENTION CHARGES:</p> <p>No detention charges at the point of loading. However at unloading point, Rs. 1000/- per day per trailer beyond 72 hours of arrival of consignment at destination, detention charges should be paid of subject to verification from Consignee. The detention charges shall be restricted to maximum 5 % of Freight charges.</p>	
34.	<p>SPECIAL INSTRUCTIONS</p> <p>a). In case of reverse auction, the offer of H1 bidder shall not be considered for evaluation in reverse auction for award of work as per RA guidelines.</p> <p>b). In case of price-bid opening, offer of H-1 bidder shall not be considered for award of work, in case we receive total 05 nos. or more than 5 bids/offers.</p>	
35.	<p>SPECIAL INSTRUCTIONS:</p> <p>The transporters are also required to quote rates of transportation of material through trucks in Annexure-B on per MT per KM basis. The above rates will be optional & will not be considered for evaluation of bids.</p>	

SIGNATURE OF THE BIDDER:

SEAL:

Terms & Conditions of Reverse Auction

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 (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's 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 (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



SCHEDULE OF COMMERCIAL DEVIATION

The following are the deviations/ variations exception from the General Terms and Conditions:

SL. NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION

- In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract are deemed to be in compliance with the General Terms and Conditions.
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: 1. Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

2. All deviations must be mentioned in this format only. Deviation(s) to terms mentioned elsewhere will not be considered.

Place: -

Date: -

Signature of the authorized representative of

Bidder's name:.....

Designation.....

Company Seal:.....

SCHEDULE OF TECHNICAL DEVIATION

The following are the deviations/ variations exception from the Specification:

SECTION	CLAUSE NO. / PAGE NO.	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

- **In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.**
- If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

Note: 1. Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

2. All deviations must be mentioned in this format only. Deviation(s) to terms mentioned elsewhere will not be considered.

Place: -

Date: -

Signature of the authorized representative of

Bidder's Name:.....

Designation:.....

Company Seal:.....

(affidavit cum undertaking to be executed and notarized on non-judicial stamp paper of appropriate value).

Affidavit- cum- undertaking

I, S/oaged about resident of, Director of (name of the firm/company etc.)“The Bidder” as fully authorized and permitted person by virtue of (decided by Board of Directors/ or some other legal authority). swear on this affidavit on behalf of the said(name of the firm/company etc.), hereby disclose/confirm the following:

- (i) Details of its group concerns of affiliates etc. who are also engaged in transportation business.
- (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns of affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self attested copies of relevant documents.
- (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/company.
- (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)common Director(s).
- (v) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder if
 - BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
 - any document submitted by the Bidder was fake or forged
 - or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

DEPONENT

VERIFICATION:

I,the above named Deponent do hereby certify that the contents of foregoing affidavit are true and correct to the best of my knowledge and belief and nothing contained therein are false and nothing has been concealed there from.

Verified at on this the day of , 2016.

DEPONENT

Annexure-A

ENQUIRY No - TBMM/RC/TPT

DATE : 18/02/2015

S.No	Scope of Work [1.]	QUANTITY IN MT [2.]	Indicative Distance is 1000 KM [3.]	Unit Price per MT per KM (Rs.) [4.]	Total Price (Rs.) [5.] = [2.] X [4.] X 1000	% of applicable Service Tax [6]	Amount of service tax (Rs.) [7]	Total cost to BHEL inclusive of Service Tax (Rs.) [8]
1	Transportation of MS Rod on Mechanical Trailers.	7000	1000					

Note: 1. Indicative Distance for comparison of Rates has been taken as 1000 KM.

Total Price (In figure)

Total Price (In Words) _____

Signature of Bidder

Seal:

Date:

Annexure-B

ENQUIRY No - TBMM/RC/TPT

DATE : 18/02/2016

Rates for optional mode of transport

Sl. No	Optional items Anywhere to Anywhere full truck load basis	Tentative Business Volume	2axle 6wheel Normal truck	2axle 6wheel Open Body	3axle 10wheel Truck	4axle 12wheel Truck
	Minimum chargeable weight		7MT	7MT	15MT	19MT
1	Less than 500km	8-10 Lakhs	Rates in Rs/MT-Km	Rates in Rs/MT-Km	Rates in Rs/MT-Km	Rates in Rs/MT
2	500KM OR MORE DISTANCE		Rates in Rs/MT-Km	Rates in Rs/MT-Km	Rates in Rs/MT-Km	Rates in Rs/MT

Note:

1. BHEL will have the full discretion to use these optional items. However, the above rates will not be considered for bid evaluation purpose.