

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

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CENTRAL DESPATCH DIVISION

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Ref: BHEL/HWR/CDX/ENQ/2122-006

Date: 21/01/2022

Dear Sir,

Subject: **Point to Point Transportation of 800 MW TG Stator from Haldia Port to Patratu Project Site.**

1. Online tenders under two part bid system are invited from reputed, IBA approved, financially sound transport contractors who are experienced in transportation of heavy ODC either through road or multimodal for the award of contract for transportation of TG Stator as above. Details indicating weight and dimensions are listed in Annexure-B.
2. Those bidders who fully meet our qualifying requirements (SECTION-I of Annexure-A) will be qualified for price bid evaluation. Please submit your quotation for transportation of the consignment by Hydraulic Trailers/Barges/Ships along with duly signed copy of this tender indicating acceptance of its terms & conditions.
3. Please submit your quotation for transportation of the consignment as per Annexure-B, by suitable vehicle (Hydraulic Trailers/Barges/Ships) along with duly signed terms & conditions (Annexure – A, B, C, D, E, F, G, H, I, J, K, L enclosed) and EMD. **EMD is Rs 10,00,000/-** and the same shall be paid through DD's in favor of HEEP, BHEL Haridwar and payable at Haridwar along with the Techno-Commercial bid.
4. Any revision in the original tender notice like due date of submission/opening or corrigendum, if any shall be hosted on above website(s) only.
5. Bidder shall ensure that all the documents submitted are numbered serially. Bidders must ensure that only relevant documents are attached with the offer.

Thanking you,

Yours faithfully,
Incharge (CDX)
For & on behalf of BHEL Haridwar

Encl: 1) Annexure – A, B, C, D, E, F, G, H, I, J, K, L

ANNEXURE-A**TERMS & CONDITIONS**

Quotations are invited for Point to point transportation of 800 MW TG Stator from Haldia Port to Patratu Project Site.

A Bidder can only quote either for road or multimodal transportation based on his assessment and route survey for safe transportation of the consignment using configuration and combination of axle/equipment. Bidders submitting offer for both the options (Road as well as Multi Modal) will be disqualified. The option i.e. road or multimodal once selected during bidding cannot be altered during the execution of contract.

The term 'Bidder' will include a standalone bidder or lead bidder with a pre-bid tie up with other agencies, herein after referred to as 'Associates', for the purpose of pooling of resources and/or pooling of prior experience of similar work. In the event of pre -bid tie up, the bidder shall furnish the pre-bid tie up agreement as per the given format (Annexure-I). However, in case of any pre-bid tie up, as far as BHEL is concerned, the lead bidder will be responsible and accountable to fulfill all contractual obligations required under this tender irrespective of the fact whether the particular activity on which such responsibility is to be fixed is executed by the lead bidder or by his associate.

ANNEXURE-A

SECTION-I

1. **Pre-qualification requirements:**

- 1.1) The Bidder alone or jointly with his associate should own minimum of 48 No's of Hydraulic axles registered with capacity of 26 MT or more per axle. Out of these 48 axles minimum 24 axles should be owned by Bidder alone.

S. No.	Documents	Submitted(Y/N)
1	Hydraulic Axles (As per Annexure-H)	
2	Notarized Copies of Registration Certificate (RC)	
3	Notarized Copies valid insurance policy	
4	Notarized Copies of valid Fitness Certificate	
5	Notarized copy of Original Equipment Manufacturer (OEM)/Notarized Copies of Gazette Notification mentioning the load carrying capacity of the quoted hydraulic axles.	

- 1.2) The Bidder / alone or jointly with his associate should own at least four Prime movers of more than 350 HP. Out of these four prime movers minimum 2 prime mover should be of capacity more than 480 HP. The Bidder should own at least one 480 HP prime mover.

S. No.	Documents	Submitted(Y/N)
1	List of Prime Movers (As per Annexure-G)	
2	Notarized Copies of Registration Certificate (RC)	
3	Notarized Copies valid insurance policy	
4	Notarized Copies of valid Fitness Certificate	

- 1.3) **Applicable only if opting for part / full road Transportation through Girder Bridge**

In addition to fulfilling the PQR criteria mentioned at 1.1 and 1.2 above,

The Bidder alone or jointly with his Associate should own or have leasing/hiring contract (and produce documentary evidence for the same) for at least one Girder Bridge of minimum 500 MT capacity (with maximum variation of (-) 5% in capacity).

S. No.	Documents	Submitted(Y/N)
1	Documents evidencing ownership/leasing/hiring for at least one Girder Bridge.	
2	Drawing & OEM certificate mentioning capacity of the bridge and document evidencing load test of Girder Bridge with correlating ownership identification serial no. of the girder bridge.	

Note: The bidder has to give an undertaking as per **Annexure-D** that they will be able to place suitable number of axles & pullers of required capacity to lift the consignment within the notice period. Ownership of axles/pullers/Girder Bridge should be either in the name of proprietor, partner or director of sole proprietorship, partnership, company respectively.

The fitness certificates of axles, prime movers, barge etc. deployed by the successful bidder should be valid/kept validated during the entire execution period i.e. delivery period quoted plus 2 months grace period to cover any delay.

- 1.4) **EXPIERENCE**

For bidders offering transportation by road only -

Bidder alone (excluding any Associates) should have successfully transported minimum 1 heavy lift single piece consignment not less than 300 MT in INDIA by road of min. road distance of at least **600 kilometers**. Bidder should also have experience of construction of at least one by-pass for transportation of 300 MT

single piece consignment. These experience requirements should be within last seven years ending last day of month previous to the one in which applications are invited.

S. No.	Documents	Submitted(Y/N)
1	Copies of Award of work OR Contract agreement	
2	Work Completion Certificate issued by Customer in the name of Bidder OR GR-LR copies issued by the Bidder (duly acknowledged by customer) indicating consignment weight, origin and destination of the consignment.	
3	Customer name with address, e-mail and phone number of the concerned official for our reference.	
4	Performance/Experience certificate from Consignor/Consignee clearly mentioning construction of bypasses. OR Route Survey (duly signed and stamped by bidder) mentioning requirement of constructing bypasses en route and Certificate from Consignee/Consignor for successful execution.	

For bidders opting for Multimodal Mode of Transportation

Bidder alone (excluding any Associates) should have successfully transported minimum 1 heavy lift single piece consignment not less than 300 MT in INDIA by road of min. road distance of at least 600 kilometers Bidder should also have experience of construction of at least one by-pass for transportation of 300 MT single piece consignment. These experience requirements should be within last seven years ending last day of month previous to the one in which applications are invited. **Additionally, bidder alone or his associate should have also jointly or severally transported 1 heavy lift single piece consignment not less than 300 MT by marine transportation in India successfully within last seven years ending last day of month previous to the one in which applications are invited.**

S. No.	Documents	Submitted(Y/N)
1	Copies of Work order OR Contract agreement in the name of bidder and/or consortium partner indicating consignment weight, origin and destination of the consignment.	
2	Work Completion Certificate in the name of bidder or associate partner.	
3	Cargo manifest/ blue boat note/ bill of coastal goods/ Port clearance indicating consignment weight, port of loading and port of discharge.	
4	Approved Sea Towing plan.	
5	Customer name with address, e-mail and telephone number of the concerned official for our reference.	
6	Performance/Experience certificate from Consignor/Consignee clearly mentioning construction of bypasses. OR Route Survey (duly signed and stamped by bidder) mentioning requirement of constructing bypasses en route and Certificate from Consignee/Consignor for successful execution of the said transportation or LR/GR copy (duly acknowledged).	
7	Notarized Pre-bid tie up Agreement as per Annexure-I (if applicable)	

- 1.5) **Annual turnover:** The average annual turnover of the bidder should be at least Rs. 5 (Five) Crores in the last three financial years i.e. 2017-18, 2018-19 & 2019-20 and Bidder should possess positive **net worth** as on last date of previous financial year (31/03/2020).

S. No.	Documents	Submitted(Y/N)
1	Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant for last three financial years.	
2	ITR (Income Tax Returns) for the three FY i.e. 2017-18, 2018-19 & 2019-20 to be submitted.	

3	Separate sheet to be enclosed as per the appended table or in each of the year after incorporation of the company (whichever is less), duly certified by Chartered Accountant.	
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Appended table

Years	Annual Turnover
2017-18	
2018-19	
2019-20	

SECTION-II

2. The bids shall be submitted in two parts: (a) Techno-Commercial bid (Part-I) and (b) Price bid (Part-II).
3. The Techno-Commercial bid cover shall be submitted online and super scribed with **“TECHNO-COMMERCIAL BID FOR TRANSPORTATION OF 800 MW TG STATOR FROM HALDIA PORT TO PATRATU PROJECT SITE: Tender Ref. BHEL/HWR/CDX/ENQ/2122-006 Dated 21/01/2022 and Tender due date 11/02/2022** and shall contain following **mandatory requirements**: -

- a) Confirmation of meeting Pre-Qualification Requirements by enclosing, duly filled in section-1 of terms and conditions.
- b) All the supporting documents for Pre-Qualification requirements mentioned in SECTION-I of Annexure-A as above (No originals to be enclosed).
- c) Duly signed and stamped copy of tender document and other enclosures i.e. all pages of the offer.
 - i. DD / PAY ORDER/Banker's Cheque or, Electronic Fund Transfer in BHEL account (before tender opening) towards **EMD of Rs. 10,00,000/-**.
- d) **Route details & Transit Time in days as per details mentioned in below table: -**

Haldia Port to Patratu Project Site			
SI	Description	Transit Time and Distance (to be filled by bidder)	
1	Transportation of 800MW TG Stator from Haldia Port to Patratu project site by road/multimodal.	In case of opting multimodal mode: - Transit Time & distance from Haldia Port to Patratu Project Site	_____km & time____(days)
		In case of opting by road only Transit Time & distance from Haldia Port to Patratu Project Site	_____km & time____(days)

- e) Load plan/configuration details to be declared by bidder along with Techno-commercial bid. Bidder will not be allowed to change the load plan/configuration for transportation after submission of techno commercial bid.
- f) **Un priced** price bids (Annexure-C).
- g) Duly signed & stamped **Annexure-D on your letter head**.
- h) Proof for evidencing the authority of person signing the quotation. (Relevant extracts of AOA and/or MOA and /or copies of Board Resolution, Notarized copy of Power of Attorney/Partnership Deed etc. as applicable).
- i) Duly signed and stamped **Integrity Pact** (Annexure-L)

Technical bids without any of the above documents is liable to be rejected. Bids without EMD and input against clause 3 (d) Section II, along with Techno-commercial bids shall be disqualified. Late submission of EMD shall not be entertained.

During evaluation of offers first Pre-Qualification Requirements(PQR) would be checked. In case, it is accepted by BHEL, then further scrutiny will be done and the case will be processed. In case PQR is rejected by BHEL, the technical offer will not be evaluated and the offer will be rejected.

Transportation or any other charges shall NOT be mentioned anywhere in the Techno- Commercial Bid. Price bid copy submitted with the technical bid should be a CANCELLED copy of the BLANK price bid only to confirm that the quote submitted by the bidder is as per the format of this NIT without any deviation and/or qualification.

4. **IBA RECOMMENDATION**: Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid and shall also ensure that the same is valid throughout the currency of the contract.

Documents to be submitted:

a) Notarized copy of IBA recommendation.

5. The bidder should be an Indian entity registered in India under Companies Act/Partnership Act/Proprietorship Act etc. for last three years. In case of consortium, all the associates should be Indian entity registered in India under Companies Act/ Partnership Act/Proprietorship Act for last three years.

Documents to be submitted for bidder & associates:

- (i) Document evidencing registration of the entity/entities.
- (ii) PAN Card
- (iii) GST Registration No.

6. **GROUP CONCERNS/AFFILIATES:** The bidder shall disclose/confirm the following:

- 6.1) Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.
- 6.2) Details/particulars of Partners/Proprietors/Directors of bidder/such group concerns or 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.

Documents to be submitted:

Bidder shall **submit** an affidavit on non-judicial stamp paper valued Rs.100/- (duly notarized) and certify that:

We (*Name & Address of bidder*) certify that: -

- We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Hardwar.
- We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
- We have/have no (**strike out whichever is applicable**) group concerns engaged in transportation business (**If any please provide details**).

We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.

- We confirm that other than us (*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender directly under same Proprietor/common Partner(s)/common Director(s).
- 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, without any liability for any compensation to us (*Name of bidder*) if,
 - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - Any document submitted by us 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.

7. **In case of BIDDING through Pre-Bid Tie Up following points shall be complied:**

- a) Any Bidder can bid independently and also be associate to one or more bidders. In case of associate, bidder shall ensure to submit the Bank Guarantee/Security Deposit for 1 % of the contract value from their associate in addition to 5 % Bank Guarantee/Security Deposit to be submitted by bidder directly.
- b) Bidder should necessarily comply with criteria listed under serial number 4,5,6 & 1.(v) and at least one criterion 1.(iv) of Section-I of Annexure-A.
- c) Associate partners chosen by Bidder should comply with criteria under serial number 5.

Documents to be submitted: **Notarized Pre-Bid Agreement(s)** as per **Annexure-I**.

8. **BANKER'S CERTIFICATE:** Bankers Solvency Certificate/Undertaking is to be submitted for a minimum of Rs. 2 Crore. **Certificate should be issued not more than six months before the date of enquiry.**

Documents to be submitted: Banker's Solvency certificate/Undertaking on Bank's letter head.

9. **The second cover shall contain duly filled price bid as per Annexure-C.** The rate quoted shall be firm during contract period.

Price bid shall contain transportation cost as per attached prescribed format (**Annexure-C**) only.

Price bid cover shall super scribe with "PRICE BID FOR TRANSPORTATION OF 800 MW TG STATOR: Tender Ref. BHEL/HWR/CDX/ENQ/2122-006." and shall contain **Annexure-C**.

Any mentions like "actual" or "approximate" on any account or any other information in the price bid shall not be considered and the quotation is liable to be rejected. In case any other information other than cost of transportation is furnished in the price bid, information/deviation/condition etc. shall be ignored.

- a. **If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.**
- b. Bidders shall quote the rates in English Language and international numerals. The 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.
- c. All entries in the tender shall either be typed or be in ink. Erasers, cutting and overwriting are not permitted and may render such tender liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.
- d. In case of discrepancy in quoted rates following will be applicable.
- i. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; accordingly, and,
 - ii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) above.

10. Both the above two covers i.e. Part-1 Techno commercial bid and Part-2 Price bid shall be submitted online. The cover may be super scribed with "**QUOTATION FOR TRANSPORTATION OF 800MW TG STATORS FROM HALDIA PORT TO PATRATU PROJECT SITE: Tender Ref. BHEL/HWR/CDX/ENQ/2122-006 Dated 21/01/2022 and Tender due date 11/02/2022**"

These covers i.e., (1) Techno-Commercial bid and (2) Price Bid shall be submitted online at <https://eprocurebhel.co.in/nicgep/app> before **11/02/2022** by 1345 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.

11. The Techno-Commercial bids shall be opened at 1400 Hrs. on the same day in the presence of those bidders who choose to be present. The price bids of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.

12. **Earnest Money Deposit:** An amount of Rs. 10,00,000.00 (Rupees Ten Lakhs only) shall be paid by bidders towards EMD in the form of -

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening) at the following address:

Name: BHEL HEEP COLLECTION A/C

Account No.10667995458

IFSC Code.SBIN0000586

Address: Ranipur Haridwar

Receipt of online transfer will be intimated to CDX department through e-mail at ukd@bhel.in; viveksri@bhel.in; ssaluja@bhel.in within 2 days and a copy of receipt will also to be attached with technical-bid of tender document.

- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of "BHEL, HEEP, Haridwar", payable at 'Haridwar' (along with offer) and the same shall be enclosed to the "Techno-Commercial bid".
- The quotations received without EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.
 - EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production of statutory documents.
 - The EMD of successful tenderer will be retained as part of Security Deposit and EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days of the award of work.

The quotations received without EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected. No interest on EMD amount shall be paid by BHEL.

13. **Earnest Money Deposit (EMD) furnished** by the bidder shall be forfeited if:
- After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - Failure to enter into agreement within a week of award of contract.**
 - Failure to submit balance security deposit within 15 days from award of contract.**
 - If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

Financial Terms & Conditions

14. **PAYMENTS:** Freight charges shall normally be paid to the bidder by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill along non discrepant documents. The bill should be in triplicate duly supported by the acknowledgment of the consignee on the GR/LR copy having delivered the consignment in good condition. Freight bills shall be submitted in Performa attached at Annexure-E.

There will be no payment due on this contract until the safe delivery of complete consignment at the destined project site. In case of any damage to consignment no payment will be admissible, irrespective of whether any insurance claim is realized or not.

15. **TAXES AND DUTY:** The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL - Haridwar due to any default of transporter under GST, such implication shall be to transporter's account. The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid. The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.

As per Notification No. 20/2017-Central Tax (Rate) 22nd August, 2017, Goods Transport Agency is having option to opt either 5% GST rate without input tax credit to GTA, which shall be paid by Service Recipient under Reverse Charge Mechanism (RCM) or 12% GST rate with input tax credit to GTA payable under forward charge by GTA. The bidder shall clearly provide option opted and same shall be valid for the said financial year.

- 15.1) E-Invoicing under GST is being implementing w.e.f. 01.04.2021 for all the taxable persons having turnover more than Rs. 50 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing system.
- 15.2) In case the bidder delays or fails to provide all the documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to bidder's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. this further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.04.2021.

16. **LATE PLACEMENT/ DEMURRAGES / PENALTY AND RECOVERIES:**

Vehicles, suitable fit for loading of 800 MW TG Stator, are required to be placed for transportation of consignment at Port within the operating / permissible time of the port. The expected time of arrival (ETA) of ship/vessel will be intimated to the successful bidder within reasonable time. However successful bidder shall constantly liaise with BHEL ROD office/port authorities/BHEL for getting updated instructions for placement of suitable vehicle and arrival of the ship/vessel at port. The transporter should provide the suitable vehicles (complete in all respect) before arrival of the ship at port of discharge.

After arrival of the ship at port, non-availability of the vehicle to receive the under hook delivery of consignment from ship will be considered as late placement of vehicle. Late placement charges shall be equal to actual ship detention/demurrage charges/other incidental penalties levied on BHEL by port authorities/shipping line. The same will be recovered from transporters freight bills &/or SD submitted at any unit of BHEL.

17. In the event of refusal or failure of bidder to lift the consignment offered to them, after "Placement Time" from date of requisition or any other violation or breach of any of the terms and conditions of the contract, BHEL reserves the right to use alternative source for lifting of consignment on risk cost and extra expenditure / losses / demurrages incurred if any will be recovered by defaulter bidder from SD or/ pending bills from any unit of BHEL.

18. **TRANSIT TIME & PENALTY FOR LATE DELIVERY:**

Timely delivery is the essence of the contract. The transit time shall be reckoned based on time offered by bidder in techno-commercial offer. The transit time shall be inclusive of time taken to clear obstructions/RTO formalities/taking necessary permission en-route /construction of bye passes & other civil works etc.

Delay in delivery will attract penalty @ 1/7% (one by seven percent) per day of delay subject to a maximum of 10% calculated on the gross basic freight. For the purpose of computing the delivery time, the date of GR/LR (for road transport) / equivalent document for transport by waterway or actual date of exit from plant / port of origin / port of discharge (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. Transportation time period will be the period in between the delivery and dispatch 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/BHEL officers/Customer. In case where Octroi is paid by the carrier, 3 days' grace period will be given extra against documentary evidence & detention on account of obtaining RTA permissions from various state Govt.'s shall not be considered.

19. **Grace period of flat seven days will be allowed for the purpose of late delivery penalty.**

Example for the same is given below for clarification.

If offered/awarded transit time is 100 days, then late delivery penalty will impose from 108th day from the date of dispatch as mentioned in clause 18.

20. **DETENTION CHARGES:**

20.1) **LOADING POINT (Haldia Port):**

Detention charges at loading point shall be payable as under:

- For first seven (7) days from date of reporting (from requisition date if placement date is earlier): Nil. Reference zero date for this will be readiness of entire train of axles along with the requisite number of pullers for loading of consignment.
- Beyond seven (7) days: Rs. 1,500/- (Rupees One Thousand Five Hundred only) per axle per day for each additional day up to loading of consignment.

20.2) **UNLOADING POINT (Patratu site):**

Detention charges at unloading point shall be payable/ regulated as under-

- For first seven (7) days from the date of reporting/date of entry at site: NIL. Reporting should be certified by the BHEL executive at the site or customer.
- Beyond seven (7) days: Rs. 1,500/- (Rupees One Thousand Five Hundred only) per axle per day for each additional day.

- 20.3) Total detention Charges payable for both loading and unloading points taking together under clause 20.1 and 20.2 above **shall not exceed 15% of the gross basic freight.**

- 20.4) The period of detention shall be certified by the Consignor/Consignee/Customer/Site/Product Commercial.

- 20.5) If Hydraulic Trailer (entire train of axles along with pullers) is placed after given requisition and if due to some reason, vehicle is not actually loaded and returned back, detention charges will be paid @ Rs. 1500/- (Rupees Fifteen hundred only) per axle per day for each day beyond the initial grace period of 7 days.

General Terms and Conditions

21. BHEL RESERVES THE RIGHT TO: -

- 21.1) 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.
- 21.2) 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.
- 21.3) Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 21.4) BHEL reserves the right to either short close or terminate the contract entered at its discretion without assigning any reason by giving one-month notice by registered post acknowledgement due or in person under recorded delivery. Any further liability arising by any engagement by the bidder or third party shall not be a binding on BHEL. In any such event the contractor shall not be entitled for any claims on BHEL including cost of permissions obtained, route survey etc.
- 21.5) In case BHEL decides to send the consignment by Railways, then the road/multimodal contract shall be cancelled and in such a case BHEL will not be liable for any cost or commitment made by the bidder.

22. Non-compliance of BHEL's terms and conditions/conditional offer on the part of bidder will result in his offer liable to be rejected.

23. **REJECTION OF OFFERS:** All information furnished by the bidder is taken to be authentic for evaluation of tender. Any information found to be incorrect subsequently at any time, the offer shall be rejected and EMD/SD shall be forfeited and suitable disciplinary action shall be taken against the bidder including suspension of future business dealings with BHEL.

24. **VALIDITY:** -

24.1) **Validity of Bid:** 150 days from the date of opening of the Technical Bid.

24.2) **Validity of Contract for execution:** Once contract is awarded the rates should be valid for a period of TWELVE Months from the date of award of work. The contract may further be extended beyond twelve months with mutual consent of BHEL and transporter.

The rates quoted shall be firm and valid during the execution of the contract period i.e. from the time of lifting the consignment from BHEL/Port/Site, until the same is delivered at the site and no claim whatsoever will be entertained arising out of change in route or for any other reason.

25. **CONDITION / ROUTE SURVEY:-** The bidder shall arrange a detailed transportation feasibility report/**detailed route survey** for the total route/movement for the consignment (mentioned in Annexure-B) identifying all obstacles including constraints on roads, bridges, etc. requiring strengthening, modification and construction of bypasses/approach roads etc. for safe transportation of the consignment and submit a detailed transportation feasibility report to BHEL duly vetted by IRDA approved surveyor at least one week before lifting of consignment. The feasibility report/route survey then be submitted by BHEL to the nominated Insurance agency for this project. Any comment /objection/guidance on the feasibility report/route survey by insurance company or BHEL need to be addressed by the transporter.

No separate charges whatsoever shall be payable by BHEL for transportation feasibility report/route survey, any certification, permission, strengthening, modification and construction of bypasses/approach roads etc. Bidders may make their own assessment based on transportation feasibility report, specify the route proposed for both i.e. road transportation and Multimodal transportation along with the ports selected for Origin/discharge and obtain the applicable necessary permissions from MORTH/Concerned ministry before movement of the consignment.

During execution, any deviation from the route (planned as per route survey), stooing/detachment or attachment of axles/unloading or loading of consignment, shall be done only after prior permission from BHEL & their insurer & only after taking all necessary permissions required from MORTH/Concerned authorities.

The bidder has to comply with the applicable guidelines/instructions issued by MORTH/concerned Ministry from time to time during execution of the contract.

26. **BID EVALUATION CRITERIA:**

Bidder is required to quote the price strictly in the format of the price schedule after careful study of scope of work. They are advised to make themselves fully aware of the inclusion or exclusion of any component of cost in their part.

For transportation of TG Stator from Haldia port to Patratu project site expected transit time shall be **65 days**. Offers are evaluated on lowest cost to BHEL basis, irrespective of the mode of transportation employed.

Evaluation criteria of transportation under Point to Point (PTP) will be as below:

L1 bidder (being lowest) will be decided on the basis of Sum of total of the rates quoted for stator including Road Transportation, Marine transportation (if any) and Civil works (if any) after applying loading. The bidders having transit time in excess of the stipulated cap of **65 days** will be loaded for evaluation purpose only @ 1/7 % per day of excess delivery time applied on the price quoted by them.

Example of applying loading factor given below for clarification.

Bidder	Price Quoted (Rs.)	Transit Time (Days)	Loading in (%)	Loading (Rs)	Price for comparison (Rs)	Status
A	1000	140	0	0	1000	L3
B	810	140	0	0	810	L1
C	800	154	2	16	816	L2

Bids without mention of 3 (d) in the technical bid will be disqualified.

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

26.1 **RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their price cover along with applicable loading, if any, shall be considered for ranking.**

Reverse Auction will be conducted if two or more bidders are techno commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in price bid cover). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (**excluding MSEs and bidders qualifying under PPP-MII, Order 2017**) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

26.2 The lowest bidder in price bid cover shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder. If the start price is lower than the lowest price bid cover (in line with clause 8.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or price bid cover.

26.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

The offered total transit time i.e. sum total of road & marine transportation shall form the basis of implementation of LD penalty, in case of award of work/execution.

In case of L1 position occupied by more than one bidder, effective L1 will be decided by soliciting discount from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s)

Rank will be done accordingly. BHEL's decision in such situations shall be final and binding.

27. If quoted rates are high, negotiations may be conducted with L-1 bidder(s). The **work shall be awarded to L-1** (being lowest) at quoted/negotiated rates only.
28. The successful bidder shall enter into an agreement prior to taking up the job/s on Non-Judicial Stamp Paper worth Rs.100/- at his cost. **The agreement shall be entered within a week of award of contract.**
29. The successful bidder shall pay Security Deposit (SD). The total amount of Security Deposit will be 5% of the contract value. **If any relaxation in security deposit is given by customer to BHEL, the same will be pass on to bidder.**

The bidder shall submit the Security Deposit within fifteen days from the award of contract or before lifting of consignment whichever is earlier. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

30. Security Deposit may be accepted in the following forms:
 - i. Pay Order, Demand Draft in favour of BHEL.
 - ii. Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the format given at Annexure-F. Submission of 'performance security deposit' valid till six months after the expiry date of contract.

Note: a) The security deposit shall not carry any interest.
b) The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of amount due from bidder, if any.

31. **Security Deposit (SD)** furnished by the bidder shall be forfeited if:
 - i) The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance or unsatisfactory performance of the contract.
 - ii) Failure to deploy the suitable vehicle within the required time as per the Tender.
 - iii) In case it comes to notice of BHEL at any stage during tendering process/contract period that any of the bidder, has given false / suppressed / forged / fake information.
 - iv) For any deviation from and/or breach of the Tender conditions during execution of the contract.
 - v) Breach of any pre-conditions which the various authorities may impose while according their permission notwithstanding the fact that such a breach has not resulted in any negative implication for BHEL.

32. **PERMITS:** The required permits from Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity / Railways / MoRTH / Govt. Authorities/Port authorities or any other agencies for movement of the vehicles en-route shall be obtained by the bidder at his cost. It shall be the responsibility of the bidder to obtain all fitness certificates for the vehicles at his cost valid for the entire contract. No extra claim shall be allowed on the accepted rate on any account. Any delay in delivery of the consignment due to non-availability of permission from above agencies shall be on the account of the bidder.

33. LOADING & UNLOADING:

TG stator is required to be loaded under the hook directly from the vessel/ship on the vehicles. Successful transporter shall arrange suitable vehicle to take the delivery of consignment from vessel/ship at Haldia port.

However, the successful transporter shall be allowed to move only after submission of Security Deposit to BHEL. The transporter shall submit the Route Survey Report before movement of vehicle loaded with the consignment. No detention charges shall be payable by BHEL for delay in submission of Security Deposit and Route Survey.

Unloading of consignment on stools and beams is to be arranged by transporter. Stools & beams shall be provided by BHEL. However, tools, tackles and any other accessories not specifically mentioned here which are required for unloading operations of TG Stator at Patratu site are to be arranged by the successful transporter.

Unloading/Loading during the transportation / transshipment (including in case of multimodal transportation) will be done by successful transporter at his cost and arrangement. BHEL shall not pay any charges towards Unloading/Loading during transportation/transshipment. The length of platform of the axle's combination deployed for the consignment shall be as per load plan submitted by the transporter. For loading of consignment, sufficient number of axles shall be deployed in accordance with load bearing capacity of axles and as per MoRTH/Govt. guidelines issued from time to time.

Transporter must have adequate resources for handling transportation of all three projects if these are awarded to one transporter. In such cases, the transporter must deploy separate axle/puller/manpower/girder Bridge etc. for these projects.

Note: - Point no. 34 to 50 will be applicable for bidders opting Multimodal Mode of Transportation.

34. Bidder should identify suitable location / land for construction of Jetty at Port of Origin/ Discharge.
35. Bidder should construct suitable RO-RO Jetty at the identified location at Port of loading and Discharge in a timely manner for safe and timely transportation of ODC. Clearance, if any, from the BHEL appointed Insurance agency may be taken before such RO-RO operation.
36. The bidder to obtain clean lease of land for duration of Contract for creation of Jetty and RO RO operation. All legal and statutory permissions for construction / modification of Jetty in port of origin and port of discharge shall be obtained by bidder at his own cost before commencing the works on Jetties.
37. The bidder should arrange suitable watch and ward at the warehouses, port and en route in adequate numbers.
38. The bidder should arrange necessary Material Handling Equipment for safe loading / unloading / handling of equipment at Port of Origin / Port of Discharge /Storage Facility / en route etc.
39. The bidder should arrange suitable Barges in requisite capacity as per required schedule for safe and timely transportation of ODC through waterways.
40. All barges and tugs to be put to use by the bidder, shall have all certificates i.e. IRS certificate for sea barge and tug/ certificate from concerned authority for river barge, registration certificates of barges and tugs including sail worthiness certificate, requisite institution of classes/Marine insurance certificate, and should have requisite permission for berthing. These documents above are to be submitted by the bidder to surveyor/underwriter, from where the insurance has been taken by BHEL, before loading of the job. Any delay in delivery of the equipment due to non-availability of permission from above agencies shall be to the account of the bidder.
41. The bidder should firm-up Barge sailing schedules after taking into account the recommendations issued to registrars of sailing vessels by Directorate General of Shipping/IWAI with regards to foul weather and obtain all required clearances / permit from all Governmental / non-Governmental authorities for transportation of ODC's through sea route. Coastal, Customs clearance and coastal B/L, if any, is to bidder's account.
42. Bidder is responsible for Shipping / transportation of the ODC's from origin port to discharge port, including loading on the barge/Ship, properly placing holding / tying / fastening /lashing /securing the cargo on Barge. Certificate from Marine insurance surveyor/ naval architect to be obtained and copy to be submitted to BHEL at no additional cost to BHEL.

43. At discharge port, unloading the ODC from barge, loading on to the Trailer / Axle, properly placing / tying / fastening / lashing / securing shall be in bidder's scope.
44. It is the responsibility of the bidder to ensure that the **age and fitness of the ship** being offered for ocean /sea carriage complies with all the necessary regulations of IRS/statutory authority and Insurance regulations.
45. Bidder shall ensure timely loading/unloading of cargo from Trailer / Barge and transportation of the same to site. Any demurrage or associated costs due to delay in loading/unloading Trailer/ Barge etc. shall be to the bidder's account.
46. All taxes, charges and dues of vessel/Barge/Port authorities, if any, during execution of this contract shall be on bidder account both in loading port/Jetty and in the discharge port/Jetty.
47. Bidder shall use only those T&P and hardware, which is reasonably in excellent working condition, tested for safe operation and adequate in capacity and size.
48. Bidder shall arrange suitable wooden, steel and concrete sleepers, spreader beam, pedestals, stools, temporary supports rollers and guides etc. required for receiving, storing, handing and transporting the said cargo.
49. Bidder shall prepare all the necessary documents in required number of copies to accompany with the Barge / Trailer while leaving for site from the port to ensure smooth transportation without hindrance from any Government or local agency on the way.
50. Bidder will ensure round the clock safety of consignment at the port / storage facility / en-route. Bidder shall ensure the timely availability of required quantity of manpower, tools and plants at all the places where such activities are to be carried out.
51. The cost of liaison and co-ordination with all concerned authorities will be to bidder's account.
52. Any non – specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.
53. Bidder should obtain all required clearances / permit from all Governmental / Non– Governmental authorities i.e. MORTH/ NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department, waterways authorities, port authorities etc., including Private Parties / Persons for transportation of ODC through inland road transport route identified by the bidder. Bidder should also ensure that all taxes / Duties for Hydraulic Axles and Prime Movers are paid to the concerned State authorities.
54. Arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignment from weather / rain from receipt of consignment from BHEL till delivery of the same at site.
55. In case of mishap the bidder shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The bidder shall also coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner/Insurer.
56. At the time of execution of work, the construction of By-pass should be certified by competent authority before the movement through this by-pass and the same has to be submitted to BHEL.
57. Restrictions under Rule no.144 (X1) of the General Finance Rule on Public Procurement-Dept. of Expenditure OM No.6/18/2019-PPD
 - (i) All provisions of order no. F.No..6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Any bidder from a country which shares a land border with India (except the countries to which the Gol has extended lines of credit or, in which the Gol has extended lines of credit or, in which the Gol is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure-I of the said order of DoE.
 - (ii) Any bidder from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidder has to submit a certificate certifying following along with offer:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (...Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (...Name of bidder) fulfils all requirements in this regard and is eligible to be considered.

58. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India (except the countries to which the Govt has extended lines of credit or, in which the Govt is engaged in development projects for which list is available at <https://www.mea.gov.in/>) unless such contractor is registered with the Competent Authority
59. **OBSERVANCE OF LOCAL LAWS:**
- The bidder shall comply with all Laws, Statutory Rules, and Regulations etc. including MoRTH guidelines (As applicable). The bidder shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
 - The bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges towards road/sea transportation that may be leviable on account of any of the operations connected with the execution of this contract and shall be to the account of the bidder.
 - The bidder shall be responsible for the proper behavior and observance of all regulations by the staff employed.
60. The weight and dimension of consignment, which is to be loaded at Site/BHEL is enclosed at Annexure-B. No claim on account of variation in weight & dimension of consignment will be entertained. Weight & dimensions of consignment given in BHEL Packing List shall be treated as final.
61. Bidder shall own all risks and responsibility from the time of loading of consignment from BHEL plant till safe delivery at site.
62. Bidder shall submit the daily progress report to BHEL Haridwar on hwcdx@bhel.in; ssaluja@bhel.in; viveksri@bhel.in; atul83@bhel.in; ukd@bhel.in. The Prime Mover shall be equipped with operational GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicle as required. Failure in submission of daily report through email/GPS report will attract a penalty of Rs. 2,500/- per day of default.
63. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and Owner from any liability on any account caused due to non-compliance of statutory, legal and safety norms of the Government of India or any of the State Governments.
64. Bidder shall use every reasonable means to prevent any of the highways, bridges, waterways, etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his barges / trailers and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges, waterways etc. for any damage caused by the breach thereof, the bidder shall be solely responsible.
65. The rates quoted shall be firm and valid during the execution of the contract period i.e. from the time of lifting the consignment from BHEL, works, until the same is delivered at the site and no claim whatsoever will be entertained arising out of change in route and related thereto. The rates quoted shall be inclusive of all taxes (except GST), surcharge, wharfage, hamali enroute, statistical charges, any readjustment, lashing, etc. and Octroi charges if any shall be reimbursed on submission of documentary evidence. The rates shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings and also electrical shut down both on the road and at Railway Crossings, etc. Wherever required en-route and obtaining permissions for the same from the appropriate authorities. No extra claim what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.
66. To ensure safe transit, Spreader beams shall be deployed, if necessary. The prime mover, axles and tyres shall be in very good condition as well as road worthy and suitable for carrying the tender consignment. The trailers shall be equipped with adequate spares required for general usage during journey. Two qualified & experienced drivers, hydraulic power pack operator and required number of helpers/wiremen shall be made available with the vehicle. The credentials of the drivers have to be submitted before lifting the consignment.

67. After award of contract, Bidder shall nominate one competent person to ensure proper coordination of logistics for the entire duration of contract.
68. **INDEMNITY:** The bidder shall indemnify and keep indemnified BHEL all losses, claims, damages etc. arising out of any of his acts of his agents or associates or servants during the currency of each contract.
69. All recoveries including any penalty, damages or compensations payable by the bidder to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, can be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the bidder by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the bidder shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.
70. **FORCE MAJEURE:** The following shall amount to force majeure conditions:
- 70.1) Acts of God, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Bidder/BHEL has no control.
- 70.2) If the bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the bidder to BHEL within 04 days from the date of occurrence thereof.
- 70.3) The bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 70.4) Force Majeure conditions will apply on both sides i.e. BHEL as well as the bidder. During the period for which Force Majeure conditions are approved, there will be no claim from either side i.e. Detention claim by bidder or LD recoverable by BHEL. Bidder will also not be entitled to claim any damages due to the impact of force majeure conditions.
71. **PREVENTION OF CORRUPTION:**
- 71.1) Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 71.2) BHEL shall be entitled to cancel the contract and to recover from the bidder the amount of any loss resulting from such cancellation if the bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the bidder in relation to this or any other contract with BHEL.
72. **SUB-LETTING:** Sub-letting of the work either in full or in part is strictly prohibited.
73. **SAFETY & INSURANCE:** The successful bidder is solely responsible for safe transportation and delivery of the consignment at the destination. However, BHEL/CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the bidder from compensating BHEL/CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the bidder. The bidder shall during the execution of the contract take a suitable insurance

to cover against bodily injury, death or damage to property of the bidder or his employees, in accordance with appropriate statutory requirements. If due to bidder's carelessness, negligence, no observance of safety precautions, deviation from proposed route/stooling/detachment or attachment of axles/unloading or loading of consignment without prior permission from BHEL & their insurer, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the bidder. The recoveries are to be made from bidder's pending bills/EMD/SD etc. with any other unit of BHEL. In the event of any bidder being blacklisted by any BHEL Unit during the tenure of the contract, the concerned bidder will stand blacklisted by BHEL, Haridwar also.

74. As per Insurance agency the bidder has to comply the following:
- Route survey from an IRDA approved surveyor confirming that subject route is safe and fit to transport such type of super ODC consignment.
 - Loading/Unloading operations to be supervised by independent surveyor.
 - Loading/Unloading to be carried by cranes which have sufficient capacity to lift such heavy weights.
 - The carrying capacity of the carrying vehicle to be more than the weight of the cargo being carried in it.
 - Cargo to be adequately latched/strapped before commencement of further transit.
 - Suitability of the carrying vehicle to carry ODC consignment is to be approved by an independent surveyor.
- Any other comment/objection/guidance provided by insurance agency should be complied by the transporter.
75. Bidders shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.
76. **RESCUE OPERATION:** - In case of accident bidder shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by bidder in rescue operations (excluding expenditure incurred, if any, on the carrier/crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.
77. No reimbursement will be allowed for any penalty/ challan/ 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 bidder will be totally responsible for any damage occurring to the consignment.
78. The bidder shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim as per Annexure-E. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
79. Bidders will be required to get the delivery acknowledgement information preprinted behind their GR forms in following manner: -

Acknowledgement / Receipt of Consignment

(To be pre-printed on reverse side of GR/LR)

Received case(s) crate(s) loose bundle(s) on (Date).....through [*]
Trailer. Regn. No..... sent vide Consignment Note/LR NoDated
 in [*] Proper / Damaged condition.

Handed over documents in original [*] (i) Duplicate for Transporter copy of invoice (ii) Packing List / Other Document(s) (to be specifically mentioned)

Remarks, if any:

Date

Authorized Signatory of the Consignee with Name & Seal

[*] Strike out which is not applicable.

80. No request for extension of the time from the bidder will be entertained except under Force Majeure condition.
81. If any bidder/ supplier during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage either fails to perform or is in default without any reasonable cause, causes loss of business/money/reputation, indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartels so as to influence the bidding process or influence the price, action may be taken against such bidder/supplier as per the relevant Guidelines for Suspension of Business Dealings with the Suppliers in vogue in BHEL.
82. **RISK PURCHASE:** BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.
- 82.1) If at any time during the currency of the contract, the bidder fails to tender all or any of the services required under the scope of work, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit. Balance amount, if any, will be recovered from the bidder's freight bills at any unit of BHEL.
- 82.2) To recover any money due from the bidder under this contract or any other contract will be recovered from the Security Deposit or/& pending bills from any unit of BHEL.
- 82.3) To claim compensation for losses sustained including BHEL's supervision charges & Overhead charges in case of termination of Contract.
83. **ARBITRATION:**
- 83.1) If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the bidders/contractors, the same shall be referred to the sole arbitrator i.e. Head of the unit/Executive Director, HEEP, BHEL, Haridwar or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.
- 83.2) The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 83.3) The place of Arbitration will be Haridwar.
84. The Contract as entered into between BHEL and the successful bidder (s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1965, as amended from time to time during the tenure of the contract.
85. Any changes in Motor Vehicle Act/MoRTH guidelines announced by Govt. of India, from time to time will be applicable and the same shall be binding both on BHEL & bidders.
86. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to the contract, the courts at Haridwar only shall have jurisdiction.
87. **INTEGRITY PACT:**
"In order to have more transparency, Sh. Virendra Bahadur Singh, IPS (Retd.) and Sh. Arun Chandra Verma, IPS (Retd.) have been nominated as IEM for this contract, who will monitor the tender process and the execution of the contract for compliance with the principles.
More details are given in 'Integrity Pact' attached (Annexure-L). The supplier has to attach signed copy of integrity pact in Part-I of tender. Tender without signed copy of Integrity pact will not be accepted. Format of Integrity Pact is attached."
Note: -Bidders to ensure to submit duly signed and stamped Integrity Pact by authorized signatory in Part-I (techno commercial bid) itself.
88. **BANNED FIRMS:** The offers of the bidders who are on the banned list as 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).

ANNEXURE-B

TENDER NO. BHEL/HWR/CDX/ENQ/2122-006 DATED 21/01/2022
DETAILS OF TG STATOR TO BE TRANSPORTED ON POINT TO POINT BASIS

Sl.	Project Name	Final Destination	Description	ETD of Vessel	Gross Weight, MT	Approx. Dimensions (in MM, LxWxH)
1	Point to Point transportation of 800MW TG Stator from Haldia Port to Patratu project site	General Manager(Proj.), Patratu STPP (3x800 MW), Patratu Vidyut Utpadan Nigam Ltd. P.O.-Ptps, Dist- Ramgarh, Jharkhand-829119	800 MW TG Stator	Jan-22	462.00	11660 x 5090 x 4850

Note:-

- EXPECTED HANDOVER MONTH MENTIONED ABOVE IS TENTATIVE WHICH IS SUBJECT TO VARIATION.
- ABOVE LIST IS FOR GUIDANCE ONLY FOR THE CONSIGNMENT
- UP TO A DIFFERENCE OF 5% BETWEEN THE TENDERED WEIGHT AND ACTUAL WEIGHT BASED ON PACKING LIST, THERE WILL BE NO CLAIM ON FREIGHT FROM EITHER SIDE.

ANNEXURE-C

PRICE SCHEDULE <u>Tender No. BHEL/HWR/CDX/ENQ/2122-006 Dt 21/01/2022</u>		
<u>Project Name: Haldia Port to Patratu project site</u>		
Sl.	Description	Total Transportation Cost [Including cost of Road Transportation, cost of Marine Transportation (if any) and cost of civil works (if any)]
1	Transportation of 800 MW TG Stator from Haldia Port to Patratu project site	<div style="text-align: right;"> ₹ _____/= Rs. _____ </div>

NOTE:-

- I. Above rates are valid for period of 150 days from date of bid opening.
- II. Rates should be quoted in figures as well as words and in INR only.
- III. Rates are to be quoted by taking into consideration the weight of transportation accessories such as spreader beam etc., if required by bidder. No extra payment will be made in this regard.
- IV. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.) except for GST.
- V. In case, any deviation/condition etc. is observed in Price bid submitted by bidder the same (i.e. deviation/condition etc.) shall be ignored by BHEL.
- VI. Rates against Annexure C are to be given in separate covers.

Signature & Seal of Authorized signatory

ANNEXURE-D**(Letter of compliance in company's Letter Head)**

Ref No: BHEL/HWR/CDX/ENQ/2122-006

Date: xx/xx/2022

Subject: **Tender No. BHEL/HWR/CDX/ENQ/2122-006 Dated 21/01/2022**

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bids in your price bid format as per Annexure-C only without any deviations / conditions. In case, any deviation/conditions etc. is observed in the Price bids, the same (deviation/conditions etc.) shall not be entertained/considered by BHEL.

It is being confirmed that we have sufficient number of axles, pullers and will be able to place suitable capacity of required number of axles & pullers to lift the consignment. Also it is confirmed that we will be able to place suitable girder bridge, barge, towing tug (if applicable). We also confirm fitness validity of axles, prime movers, other equipment required for transportation of consignment during currency of contract.

In case of transportation through vessel/ship, we will be able to place suitable vessel/ship of required capacity to lift and transport the consignment within the notice period. At the time of execution, before loading we shall furnish adequate documents to the satisfaction of BHEL/Underwriter of BHEL regarding the capability, suitability and for fulfilling the statutory requirements.

Thanking you,

Yours faithfully,

ANNEXURE-E

Freight Bill Performa

TENDER NO. : BHEL/HWR/CDX/ENQ/2122-006
Dated 21/01/2022

Name of Transporter : _____ Bill No.

Full Address : _____ Date.

Pan Number: _____

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

S. N.	C-Note No./ Material Receipt Date	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment description	Freight charges	PO No. & Date	Vehicle No.	Remarks

Total amount in words _____

Signature & Seal of Transporter
Total amount in words verified for payment Rs. _____

ANNEXURE-F**BANK GUARANTEE BOND**

BG against agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2122-006 In consideration of the Bharat Heavy Electricals Limited,Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of (Bidder(s)) do hereby undertake to pay to the Company an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.

2. We, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(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. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of Bank) 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 that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter.

5. We, (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty 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 bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders 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 any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).

7. We, (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the..... day of

.....

For(Indicate the name of Bank)

ANNEXURE-G

Details of Prime Movers (To be filled in accordance with Clause no. 1 of Section-I of Annexure-A)

SI No.	Owner (*)	Reg. No	HP	Make	Year of Manuf.	Notarized RC copy, Attached (yes/no)	Page No. in the bid	Fitness Certificate Attached (Yes/No)	Page No. in the bid	Fitness valid Up to
01										
02										
...										

(*) Owner (*) Owner will be considered only as per clause. No. 1 of Annexure-A

ANNEXURE-H

Details of Axles

(To be filled in accordance with Clause no. 1 of Section-I of Annexure-A)

(*) Owner will be considered only as per clause. No. 1 of Annexure-A

Sl.No	Owner (*)	Axle Reg. No.	Chassis No	Registered capacity per axle (in MT) as per Gazette	Load carrying capacity per axle (in MT)	Gazette page No. in the bid	No of Axles	Notarized RC Copy, Attached (Yes/No)	Page No. in the bid	Fitness Certificate Attached (Yes/No)	Page No. in the bid	Fitness valid Up to	Year of Manufacture	Make
1														
2														
3														
::														

ANNEXURE-I**PRE BID TIE UP**

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

This Agreement is Made and executed in this day of _____ by and between (1) M/s _____ (The first Part hereinafter referred to as BIDDER which expression shall include its successors, administrations, executors and permitted assigns) a company incorporated under the company's Act 1956 having its registered office at _____ and (2) M/s _____ (The Second Part hereinafter referred to as ASSOCIATE or ASSOCIATES and shall include its successors, administrations, executors and permitted assigns), a company incorporated under the company's Act 1956 having its registered office at _____.

WHEREAS M/s Bharat Heavy Electrical Ltd., A Government of India Undertaking, has issued a Notice Inviting Tender no. _____ dated _____ inviting bids for undertaking the work of _____ at _____ (herein after referred to as the said work);

WHEREAS, the said NIT enables a BIDDER to pool his and his ASSOCIATES' resources & experience to match the requirements of the NIT and for execution of the contract;

AND WHEREAS, the BIDDER does not have the qualification in isolation to match the requirement of the tender but can meet the same by pooling in the resources and experience of his ASSOCIATE or ASSOCIATES;

AND WHEREAS, the BIDDER is willing to utilize the resources and experience of the ASSOCIATES for the purpose of bidding, and executing the contract if awarded;

AND WHEREAS, the ASSOCIATES are agreeable to offer their equipments, resources, experience and assistance to the BIDDER for the execution of the contract, if awarded;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS –

1. The ASSOCIATE permits the BIDDER to show his finance, tools, plants, tractors, trailers, other transportation equipment, measuring & monitoring equipments (MMES), men and machinery etc. and experience (barging only) as part of the resources available to the BIDDER.
2. The ASSOCIATE undertakes to offer full co-operation to the BIDDER in the execution of the contract, if awarded.
3. The BIDDER agrees to undertake full responsibility towards M/s Bharat Heavy Electricals Limited for the performance of the contract and shall individually remain answerable and liable to them without shifting any such liability upon the ASSOCIATE.
4. Nothing contained in this agreement shall constitute or be deemed to constitute a partnership, or joint venture between the Parties hereto and neither of the Parties shall have any authority or power (and shall not represent themselves on having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of the other Party. The relationship between the parties shall be strictly temporary and nothing contained herein is intended, nor shall it be construed as creating or requiring any other ongoing or continuing relationship or commitment between the Parties.
5. The BIDDER shall not be liable to the ASSOCIATE for the failure to obtain the Contract or for loss of contract or business opportunity, or for any indirect or consequential loss or damage.
6. It is agreed between the parties here that all the consequences liabilities etc. arising out of any default in the due execution of the said works shall be borne by the BIDDER.

In WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____ (Place)

WITNESS FOR.

1. Name (First Party)
2. Official Address

WITNESS FOR.

1. Name (Second Party)
2. Official Address

ANNEXURE-J

Details of Experience (By Road Transportation) (To be filled in accordance with Clause no. 6.1 of Section-I of Annexure-A)

Sl. No.	LR no. and date	Description of the consignment	Weight (In MT)	From	To	Date of execution	Distance Travelled	Whether WO / Contract agreement attached (yes/no)	Whether completion certificate from the customer /GR-LR attached with receipt (yes/no)	Customer name, email and address with telephone Number	Page No in the offer
01											
02											

ANNEXURE-K

Details of Experience (If opting for Multimodal Mode of Transportation)

(To be filled in accordance with Clause no. 6.2 of Section-I of Annexure-A)

SL. No.	Description of the consignment	Name of Barge owner	Name of Tug owner	Weight (MT)	From (Port of loading)	To (Port of discharge)	Month /year of execution	Whether WO / Contract document attached (yes/no)	Whether completion certificate from the customer attached (yes/no)	Customer name, <u>email</u> and address with telephone Number	Whether approved towing plan for consignment attached (yes/no)	Page Nos in the bid
1												
2												

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

..... (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART.

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution: -

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/Contractors/Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

8.1 The Principal has appointed 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 in line with Non-disclosure.

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 The role of IEMs is mandatory, would be legally binding and it is restricted to resolve issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEM are not consultants to the management. Their role is independent in nature and the advice once tendered would be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as

far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the management.

8.7 The IEMs would examine all complaints received by them and give their recommendations /views to CMD, BHEL at the earliest. They may also send their report directly to the CVO and the commission, in case of suspicious of serious irregularities requiring legal/administrative action. IEMs will tender their advice on the com-plaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions. Tender No. BHEL/HWR/CDX/ENQ/2122-006

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 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.

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

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

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 month after the contract has been awarded. Issues like warranty /guarantee etc. should be outside the purview of IEMs.

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

Section 10 - Other Provisions

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

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

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

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

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

For & On behalf of the Principal
(Office Seal)

Place -----

Witness:

(Name & Address)

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

Date -----

Witness:

(Name & Address)

ANNEXURE-L
Clause on IP in the Tender
“Integrity Pact(IP)

- a) IP is tool to ensure that activities and transactions between the company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL

SI	IEM
1	Sh. Virendra Bahadur Singh, IPS (Retd.)
2	Sh. Arun Chandra Verma, IPS (Retd.)

- b) The IP as enclosed with tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (part-1, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in bidding. In other words, entering into pact would be preliminary qualification.
- c) Please refer Section-8 of IP for Role and Responsibility of IEMs. In case of any complaints arising out of the tendering process, the matter may be referred to any of the above IEMs. All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM(phone/post/email) regarding the clarification, time extension or any other administrative queries, etc on the tender issued. All such clarification/issue shall be addressed directly to the tender issuing(procurement) department's official whose contact details are provided below:

Details of contact person(s):

(1)

Name: Navneet Mittal

Deptt: CDX

Address: BHEL/HEEP, Ranipur

Haridwar-249403

Phone: 01334-281471

Email: navmit@bhel.in

(2)

Name: Sudeep S Saluja

Deptt: CDX

Address: BHEL/HEEP, Ranipur

Haridwar- 249403

Phone: 01334-281839

Email: ssaluja@bhel.in