



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

Phone : 04172 – 284839

Boiler Auxiliaries Plant, Ranipet – 632406

E.mail : asvkn@bhel.in

Website : www.bhel.com

WORKS CONTRACT MANAGEMENT

Ref: 9890064E

03.03.2020

NOTICE INVITING TENDER

Sealed Tenders are hereby invited from IBA Approved Transport Carriers for transportation of collecting electrodes of length 16.0M to 16.5M to Patratu and Bhusawal Sites through Road, by engaging suitable Vehicles from BHEL Ranipet.

Appx. value of contract: Rs.723.81 Lakhs (GST extra).

Contract period: One year

The tender documents comprise the following: -

AA. This Covering letter : 9890064E dt.03.03.2020

BB. Part-1 – Techno commercial bid (the following documents)

Annexure-EI	:	Specific Guidelines
Annexure-EII	:	Pre-Qualification Criteria
Annexure-EIII	:	Application format
Annexure-EIV	:	Special Conditions of the Contract
Annexure-EV	:	General Terms & Conditions of the Contract
Annexure-EVI	:	Safety Conditions
Annexure-EVII	:	Operational Control Procedures
Annexure-EVIII	:	RTGS/EFT form
Annexure-EX	:	Special Instructions
Annexure-EXI	:	Specific guidelines

CC. Part-2 – Price Bid

The price bid comprises the following documents: -

Annexure-PI : Price bid proforma

Kindly note that the bidders have to submit Part-1 and Part-2 at the same time. The Part-1 will be opened initially. The price bids (Part-2) of the technically qualified carriers only will be opened for further processing.

The details of the tender opening are given below:-

SL NO	DESCRIPTION	DETAILS
1	Last date of receipt of filled-in tender(Part-1 & Part-2)	14:00hrs on 24.03.2020
2	Date & Time of opening of tenders received (Part-1 only)	14:30hrs on 24.03.2020
3	Date & Time of opening of Price Bids (Part-2)	The date/time of opening of Price Bids /Reverse auction will be informed to all the technically qualified carriers at a later date by BHEL.

Any offers received beyond the due date/time as mentioned above will not be considered for price evaluation.

EMD

The bid shall be submitted duly enclosing the Earnest Money Deposit (EMD) separately as follows:-

Destination	EMD value	DD No. / e-remittance ref.
Patratu	Rs.3,26,400/-(Rupees Three lakhs Twenty Six Thousand and Four Hundred only)	
Bhusawal	Rs.60,280/-(Rupees Sixty Thousand and Two Hundred and Eighty only)	

- (i) Separate Demand Draft for the respective value of each consignment category applied for, shall be taken and submitted. For Patratu **Schedule**, the bidders shall take DDs viz., Rs. 3,26,400/- For **Bhusawal Schedule** the bidders shall take DDs viz. Rs. 60,280/- The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Ranipet”, payable at Ranipet.
- (ii) EMD may also be remitted Online through “SBI Collect”. In such case a printout of the e-receipt to be taken & vehicle category applied to be written on the receipt, signed by the bidder, and submitted along with tender.
- (iii) **Bids submitted without EMD will be rejected out rightly and their application will not be considered for further evaluation.**
- (iv) MSE vendors may avail intended benefits on EMD as per policy / guidelines.
- (v) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL,

BHEL has now made arrangements for payment of EMD thru' Online.

The steps to make online payment is detailed as below:

- (i) Visit
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
- (ii) Click 'Proceed' button
- (iii) Select '**Tamilnadu**' in the drop down menu under 'State of Corporate/Institution *'
- (iv) Select '**PSU-PUBLIC SECTOR UNDERTAKING**' in the next drop down menu under "Type of Corporate/Institution"
- (v) Click 'Go' button
- (vi) Select '**BHEL BAP RANIPET**' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- (vii) Click 'Submit' Button
- (viii) Select '**EMD**' in the drop down menu under 'Select Payment Category'
- (ix) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- (x) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under e- procurement mode.

The above facility is in addition to the existing method of remitting by DD.

Totally there will be THREE separate covers viz., (i) Techno commercial bid-Part-1(ii) EMD& (iii) Price Bid Cover and all these three covers shall be placed in a **single strong cover**, to be sealed and affixed with the official seal of the carrier and to be sent to the following Address.

DGM / WCM
Boiler Auxiliaries Plant
Bharat Heavy Electricals Limited
Ranipet – 632406.

The Cover should be duly superscribed with the Tender No., due date and time of opening. If this is not done properly by the Bidders, BHEL is not responsible for the same, and such Tenders will be disposed of as per the procedure/ practice followed at BHEL.

DGM/WCM
Bharat Heavy Electricals Limited
Ranipet-632406
Email: asvkn@bhel.in

9890064Edt.03-03-2020
SPECIFIC GUIDELINES

1. SIGNING THE APPLICATION DOCUMENTS

- 1.1.1 The application & all other connected documents shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/Bidder-concerned authorized/empowered, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting Tender and all procedures connected with, till finalization and execution of the Contract.
- 1.1.2 In case of Single Ownership / Proprietorship establishment, the Tender shall be signed by the Owner / Proprietor Only. For this purpose, relevant documentary proof such as Auditor's Letter / Company Registration Documents etc., for proof of Ownership / Proprietorship shall be enclosed.
- 1.1.3 In case of a Company, relevant extracts of AOA and /or MOA and /or copies of Board resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.
- 1.1.4 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Transporter authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 1.1.5 A copy of the Partnership Deed and/or a copy of the Power of Attorney with self-certification shall accompany the Tender.
- 1.1.6 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the Bidder concerned.

2. QUOTING

2.1 Participation

- 2.1.1 Transporters against whom action initiated under suspension of business guidelines are not eligible to participate in this Tendering process. If offer submitted by such Carriers will not be considered and will be rejected.
- 2.1.2 During the Tender process also, if action initiated under suspension of business guidelines, then the tender of such Carriers will be rejected.

3. PROCEDURE TO SUBMIT APPLICATIONS:

Techno commercial bid consist of the following. Bidders should essentially submit / comply with /ensure the following while submitting their application.

- 3.1.1 Techno commercial bid consisting of the following documents, shall be duly signed & stamped by the Bidder in all the pages and submitted in full, in token of the acceptance of the same.

Annexure-EI	:	Specific Guidelines
Annexure-EII	:	Pre-Qualification Criteria
Annexure-EIII	:	Application format
Annexure-EIV	:	Special Conditions of the Contract
Annexure-EV	:	General Terms & Conditions of Contract
Annexure-EVI	:	Safety Conditions
Annexure-EVII	:	Operational Control Procedures
Annexure-EVIII	:	:RTGS/EFT form
Annexure-EX	:	Special Instructions
Annexure-EXI	:	Specific guidelines

- 3.1.2 All the required documents shall be filed in the same serial as per the format/column of the application. **All the pages shall be serially numbered on the right hand side top corner.**

4. WITNESSING THE APPLICATION OPENING

- 4.1.1 Only one representative from one Bidder will be allowed to participate in the application opening.

5. ADOPTION OF INTEGRITY PACT

- 5.1.1 BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders/ Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
- 5.1.2 The Integrity Pact attached with this Tender is an integral part of commercial terms and conditions of Tender & shall be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the Pact. **Any offer received, without attaching the Integrity Pact duly signed and stamped, will be rejected.**

The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender is Sri.Arun Chandra Verma, IPS(Retd.) and Sri.Virendra Bahadur Singh,IPS (Retd.).

6. GENERAL INSTRUCTIONS

- 6.1 All entries in application documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 6.2 The application shall fill in all the required particulars of the application documents and also sign on each and every page of the application documents before submitting their application.

- 6.3 Should a Bidder find discrepancies or omissions in the application documents or should there any doubt as to their meaning, he should at once address the authority inviting the Application, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the application on any account)
- 6.4 Conditional applications, applications which are incomplete or otherwise considered defective with respect to application Terms & conditions and applications not in accordance with the Terms & Conditions herein contained and the Application not in original shall be rejected, outrightly, at any point of time during the evaluation process.
- 6.5 If an applicant deliberately gives wrong information in his application or creates conditions favorable for the acceptance of his application, the BHEL WILL REJECT SUCH APPLICATION AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 6.6 Canvassing in any form, in connection with the Enlistment is strictly prohibited and such Applications are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of application. Should any information found to be incorrect subsequently, at any point of time, the enlistment/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 6.7 Should an Applicant's or in the case of a firm or company of Applicant/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the application, failing which the application may be disqualified, or if such fact subsequently comes to light, the Enlistment / Contract may be cancelled.
- 6.8 The Application and the total Tender / Contract terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.

Discrepancy in “words “ & “ Figures “

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

Interest clause:

No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.

21. Fraud Prevention Policy:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

22. Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>.
(http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

23. **SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "
24. "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity(five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate(as below) where deemed validity of EM II certificate of five years has expired)applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal .Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate alongwith attested copy of CA certificate(as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that M/s.....,
(hereinafter referred to as 'Company') having its registered office at.....
..... is registered under MSMED Act 2006,(Entrepreneur memorandum
No(Part-II)..... dtd:.....
Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

9890064E dt.03.03.2020

PRE QUALIFYING REQUIREMENT(PQR)

Important Note: -

- (a) The Bidders must comply with all the eligibility criteria mentioned below. Noncompliance of any one of the eligibility criteria will lead to total rejection of the offers submitted by the Bidders, who are not complying with the eligibility criteria, in full.
- (b) All the supporting documents enclosed shall be duly self-attested by the bidder concerned.
- (c) All the information furnished / supporting documents enclosed by the Bidders are taken to be authentic for evaluation of Tender. If any information furnished / supporting documents attached are found to be incorrect / fraudulent / forged subsequently, at any later date or during the tenure of the Contract, suitable action viz., delisting, termination of the Contract, legal action etc., will be initiated against such Carriers as deemed fit.

1. Indian Bank Association(IBA) recommendation:

The applicant should have an **IBA** recommendation number **on the date of opening of Techno commercial bid**. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this enlistment process / price bid.

If the Bidder is processing IBA approval and if the validity of the IBA is expired (not more than 3 months as on tender opening date) and if the bidder applied for renewal of IBA, such carriers will also be considered for evaluation against documentary proof for submission of application for renewal to the IBA.

Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA.

In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated.

2. AFFIDAVIT

Applicant shall ensure furnishing an undertaking in the form of an affidavit (Proforma-I) on non-judicial stamp paper valued `100/- and duly self-attested by the Bidder.

3. ESTABLISHMENT OF THE TRANSPORT CARRIER

- a. Only registered/licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tender. The details of the registration are below:-

- i. Public Limited Companies – Registered with “Registrars of Companies (ROC)”
 - ii. Private Limited – Registered with “Registrars of Companies (ROC)”
 - iii. Partnership Firm – Registered Partnership Deed.
 - iv. Sole Proprietorship – (i) Business License / Certificate/registration document issued by Sales Tax/Service Tax/Professional Tax authorities (ii) Registration/licensing document issued in the name of the proprietary concern by the Central Government or State Government Authority/ Department, etc. (iii) The complete Income Tax return (not just the acknowledgement) in the name of the sole proprietor where the firm’s income is reflected, duly authenticated/ acknowledged by the Income Tax Authorities
- b. Relevant documentary proof for proof of registration shall be enclosed
- i. Unregistered Partnership Firms will not be considered. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

4. INTEGRITY PACT

- i. The Integrity Pact attached is an integral part of the enlistment terms & conditions. The Integrity Pact should be duly filled in, signed by authorized Signatory in all pages with due witness and affixed with official seal and sent along with the application.
- ii. The application of the Transport Carriers who have not furnished the Integrity Pact duly signed & stamped by them will not be considered as technically qualified and hence their application will be rejected and not processed further. Integrity Pact is one of the qualifying / eligibility criteria of the enlistment.

5. The above four documents shall be enclosed in Part-I of tender document without fail.

6. Applicable EMD amount

Ref: 9890064E dt.03.03.2020**Techno commercial bid.**

SL No	Description	Details
1	Name of the Transport Carrier (as registered)	
2	Address for Correspondence	
3	Telephones	
3.1	Landline	Phone No. (i)
		(ii)
3.2	Cell Phone	Contact Person (i)
		(ii)
3.2	Cell Phone	Phone No. (i)
		(ii)
3.2	Cell Phone	Contact Person (i)
		(ii)
4	Contact person's Name & Designation	
5	Fax Number	(i)
		(ii)
6	E-mail ID	(i)
		(ii)
7	IBA approval	IBA Number : Valid upto :
8	Affidavit	<input type="checkbox"/> Furnished <input type="checkbox"/> Not Furnished
9	Status of the Company	<input type="checkbox"/> Public Limited / <input type="checkbox"/> Private Limited / <input type="checkbox"/> Partnership / <input type="checkbox"/> Single Ownership
10	Company Registration No. (Proof of registration shall be enclosed)	Reference Number : Date : Proof - <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

11	Branch List	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
12	Integrity Pact	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
13	Permanent Account Number(PAN)	
14	ISO Status of the Transport Carrier (relevant Certificates to be enclosed) – For information only and if applicable.	<input type="checkbox"/> ISO:9001 <input type="checkbox"/> ISO:14001
<p>Declaration by the applicant:</p> <p>I declare that I am accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in Annexure-EI to Annexure-EVII, unconditionally, without any deviation. Also I declare that I have fully understood the dispatch requirements, terms & conditions of BHEL and signed the documents accordingly.</p> <p>Date: _____ Signature & Seal of the applicant</p>		

Important notes:

- (i) The applications submitted will be evaluated by BHEL. Only the technically qualified applicant will be enlisted and eligible for price bid opening.
- (ii) Point No.2 to 6 are for information & future communication purpose only.

Details required for reverse auction

Name of the person to be participated in the reverse auction:

e-mail id:

Mobile no.

AFFIDAVIT

We(Name & Address of bidder) disclose/confirm the following:-

- (a) The details of our Group concerns or affiliates etc. who are also engaged in Transportation Business are given below:-

SL No	Company Name	Directors / Partners / Proprietor Name as applicable	DIN / PAN Number or Partnership Deed registration number if applicable
1			
2			
3, etc.,			

**Note: (i) If none of your Group concerns or affiliates etc. are also engaged in Transportation Business, kindly write

“Not applicable” in the table cells.

(ii) If applicable, self-attested copies of relevant documents confirming DIN Number/ PAN Number / Partnership registration shall be enclosed along with affidavit.

- (b) 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.
- (c) We confirm that other than us (.....*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- (d) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including “Guidelines for Suspension of Business Dealings” without any liability for any compensation to us (-----
-----*Name of bidder*) if,
- (i) BHEL found at any time that any statement made by us in affidavit cum undertaking is false, fraudulent (or)
- (ii) any document submitted by us was fake or forged (or)
- (iii) 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.
- (e) We confirm that we have not changed any information in tender documents submitted and fully accepts the terms and conditions of tender.

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INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for

.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

1.1 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 India Penal Code(IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor (s) shall disclose the name and address of agents and representatives in India and Indian bidder(s)/Contractor(s) to disclose their foreign principals or associates. 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.

2.3 The bidder(s)/Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub contracting, the principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub contractors.

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

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

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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 inline with non-disclosure agreement.,

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 advisory, would not be legally binding and it is restricted to resolving 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 IEMs are not consultants to the management. Their role is independent in nature and the advice once tendered would not 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 in to 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 suspicion of serious irregularities requiring legal/administrative action. IEMs will tender their advice on the complaints 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.

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 Indian Penal Code/ Prevention of Corruption 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 months 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 currency of IP, 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)	For & On behalf of the Bidder/ Contractor (Office Seal)
Place-----	Place-----
Date-----	Date-----
Witness:.....	Witness:.....
(Name & Address).....	(Name & Address).....

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

BHEL will finalize the rates through paper price bid opening/Reverse auction. Hence Tenderers are requested to give their best prices at the first instance itself.

BHEL reserves the right to go for Reverse Auction(RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non acceptance to participate in RA may result in non consideration of their bids incase BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL.

Ref: 9890064E dt.03.03.2020**SPECIAL TERMS & CONDITIONS OF THE CONTRACT****1. SCOPE OF WORK**

1. Maximum no of carriers against each schedule and corresponding EMD amount.

Destination	Max no of carriers	Total no of trips	EMD Amount
Patratu	10	375	Rs 3,26,400
Bhusawal	5	63	Rs 60,280

2. **For Patratu schedule**, In each turn, L1 Bidder will get 3-additional loads (total 4-loads), L2 Bidder will be given 2-additional loads (total three loads) and L3 Bidder will be given one additional load (total Two loads). All other finalised bidders in counter offer will get the loads as per their turn.

For Bhusawal schedule In each turn L1 carrier will get two extra loads while rest of the carriers will get load as applicable in that turn.

3. PLACEMENT OF VEHICLE

- The transporters have to place vehicle within 36 Hrs after operation of turn system and generation of vehicle ID's. However, the Carriers whom the ID's given, have to respond through mail to planning section of Shipping within 24Hrs giving confirmation for placement of vehicles within the stipulated time of 36hrs.
 - Against a particular demand, if the original allottee is not confirming to BHEL within 24Hrs for arranging vehicle, penalty action for non-placement of vehicle will be initiated. Also the ID's will be given to next carriers in the queue or "OPEN TURN" will be operated as may be required based on available work load. In the open turn all the carriers engaged by BHEL (including the original allottee and carriers of other schedule) can participate for vehicle placement. The ID's will be given in such open turn to the Carriers on first come first serve basis till the demand is open.
 - The minimum time period to operate risk purchase will be 24hrs from the initiation of open demand. However, it may increase based on the response of the transporters in vehicle placement in open demand. The additional cost at which risk purchase is operated over & above the original cost will be recovered from the running bills & SD of defaulting carriers along with the applicable penalty for operating open turn & risk purchase.
4. If the counter offer at L1 rate is not accepted by other carriers, then L1 carrier has to take entire load indicated in the tender and at least 10 trailers per day shall be in position on demand.
5. BHEL has a right to take suitable penal action against defaulting carriers including suspension / foreclosure / termination of the Contract for non-performance.

6. Penalty:

Penalty for non-placement of vehicle shall be Rs 3,000 per demand against the applicable schedule.

7. If the consignment weight is within 1MT above GMS weight, no extra payment will be admissible for extra load of that consignment. If the weight of consignments is beyond 1MT above the GMS weight, same instances has to be brought to the notice to shipping department by the carrier before sending the vehicle out. In such cases, Shipping will involve respective Engineering for verification of actual weight for correction in the system or unload the vehicle. The vehicle will be allowed to pass the gate only after certification of such extra weight by Shipping & Engineering. In case the

Signature of the tenderer with seal
(Authorized Signatory)

actual weight of the consignment is found less than the GMS weight the payment will be based on actual weight only.

8. The transporters have to place the vehicle even for volume load & lift the consignment. After the vehicle ID is given & placement of vehicle, if the transporter refuse to lift the volume load or take the vehicle out, a refusal penalty of Rs. 2000/- per trailer will be applicable for such carriers. The vehicle ID is generated through turn system & hence such refusal penalty is applicable against those carriers who do not place the vehicle or refuse to load such consignments in addition to vehicle non-placement penalty.

9. **Risk Purchase**

- a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including non-lifting of consignment(s) as per Contract / Agreement, BHEL may entrust the job to an alternate Transport Carrier and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.
- c. For operating risk purchase, the Shipping will inform to WCM to arrange the vehicles through risk purchase. On receipt of such request from Shipping, WCM will send enquiry & collect quotation from various carriers & finalise the risk purchase rate. After finalisation of rate, WCM will furnish the list of finalised transporters to Shipping for operating risk for lifting of such loads within 24hrs. No pre-intimation will be given for operating such risk to the defaulting carriers & will be applicable for specific loads which needs to be lifted due to urgent requirement of BHEL for meeting turnover, site and/or customer requirement. The procedure given in BHEL Risk purchase policy will be applicable only for termination of contract of the defaulting carriers.

2. **RATE BASIS**

2.1 **PRICE VARIATION CLAUSE**

2.1.1 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel price Variation Clause as given below:-

2.1.2 The freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Diesel cost - i.e. variable cost as detailed below:-

Details	Percentage
Fixed Cost	70%
Diesel Variable Cost	30%

2.1.3. Whatever increase/decrease in the diesel price, PVC will to be applied on this variable portion of the freight rate only. For example say the diesel rate is increased/decreased by 5%, then the diesel variable cost alone will be increased/reduced by 5%.

2.1.4 The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5% from the base/reference diesel rate.

2.1.5 Effective date for freight will be applicable from the date of unloading the consignment at site less number of days travelled. Revised Rates will also be applicable from the date of unloading the consignment at site less number of days travelled.

2.1.6 The reference diesel rate shall be the actual diesel rate as on date of opening of techno commercial bid. The rates of diesel will be calculated on the basis of the rates at IOCL, Ranipet.

2.1.1 Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.

2.2 TAXES AND DUTIES

2.2.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST & Octroi which are incidental for transit and in deploying the vehicles during the operation of Transport Contract.

The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., **except GST and power block charges** at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

Hence while quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST

GST:

2.2.1a. Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.

2.2.1.b . After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.

2.2.1.c. The invoice/bill in original duly signed by the contractor claiming the payment for GST shall

clearly indicate the following:

2.2.1.d. Continuous Serial no. & date of the bill

2.2.1.e. Cost of the service

2.2.1.f. Separately showing the GST amount calculated at the applicable rate

2.2.1.g. PAN based GST Registration No.

2.2.1.h. The GST claimed in the bill will be paid to the contractor based on the proof of payment of

GST to the Government for the previous month/quarter as the case may be.

2.2.1.i. AVAILING INPUT TAX CREDIT (ITC): For service after implementation of GST i.e. after

30.06.2017, the following conditions will apply and vendor shall fully comply to the below points.

2.2.1.j. Indigenous Service Provider:

2.2.1.k. Response to Tenders for Indigenous vendor will be entertained only if the vendor has a valid

GST registration no which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.

2.2.1.l. Supplier shall mention their GSTN registration number in all their invoices and invoices shall

be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

2.2.1.m All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

2.2.1.n. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/

portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

2.2.1.o. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work

completion certificate, any other document mentioned in Work Order, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the WO, then BHEL will not be able to accept or account the service provided, in such case availing of tax credit will be deferred to next month or so.

2.2.1.p. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any

incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the non-completion of work, within the calendar month notified by EIL IEL.

2.2.1.q. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned

above), interest (calculated SRI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

2.2.1.r. GST is also applicable for all penalties and same will be recovered from defaulted contractor

2.2.3 For Over Dimensional Consignments

Any other on the way expenses other than "Octroi" charges shall be to the carrier's account. The penalty charges /fees levied by State/Central governments towards Over Dimensional Consignments shall be on carrier's account. The carrier shall take care of all formalities / clearances from various authorities like RAILWAYS, POSTS & TELEGRAPHS, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS/NATIONAL HIGHWAYS, FOREST DEPT. IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation including expenditure for road survey..

2.3 OCTROI CHARGES:-

2.3.1 Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of Documentary proof identifying BHEL consignments for the payment thus made.

2.3.2 Octroi Duty if any to be paid by the Carriers on behalf of BHEL will be reimbursed by BHEL on production of the Cash Receipt duly identifying BHEL Consignments or they have to coordinate with our Agent en route near check post for effecting the Octroi payment with relevant documentation. The name, and phone no. of the contact person and address have to be collected at the time of booking the consignment and all documentation (such as road permit, sale in transit etc.) shall be complete before leaving the loading premises. Any laps and laches will be the account of Transporter for payment of Octroi where ever applicable.

2.3.3 In the cases where Octroi is paid by the Carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.

3. TENURE OF CONTRACT

3.1 Tenure of Contract

3.1.1 The Transport Contract is valid for **one year** from the date of LOI / award of Contract by BHEL, Ranipet

3.1.2 The consignments, including self-consignments booked within the Contract period fall within the scope of the Contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRS

3.2 Extension of Contract

One year extensions of the Contract may be done with mutual agreement between BHEL, Ranipet and the approved Transporters Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the Contract

4. TYPE OF VEHICLE TO BE PLACED

4.1 It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.

4.2 The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original RC Book and Driving License shall be produced for verification.

4.3 In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However in such cases the freight payment will be made as per the demanded vehicle schedule only. In this case, transshipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This system can also be adopted for open Body vehicle categories accordingly.

4.4 BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL. Consignments without prejudice or any other rights or remedy, to proceed against the Contractor.

4.5 In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and accordingly payment will be made.

4.6 If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from **AGM/WCM**. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.

5. OPERATIONAL GUIDELINES FOR CARRIERS

Carriers to ensure the following strictly while loading the consignments, in coordination with the loading agencies. The primary responsibility in ensuring the following lies with the Carrier only. This is applicable for loading consignments at BHEL Ranipet, Sub-Contractors Works, Supplier Works, Harbours, & all other loading points.

- (a) Also for all other consignment categories, the Design dimensions & weight of the consignments will be clearly indicated in the demand.
- (b) Also for other than certified full load cases, the above clubbing of loads can be done for the following cases :-
 - (i) Due to Sequential erection / commissioning requirements, the materials has to be combined and despatched in the same vehicle
 - (ii) Last despatch to the Site and no further material available for the site under the particular consignment category
 - (iii) Last lot / last despatchable quantum / last formed load to a desatch plan or –to a end tonnage completion to the Site and no further material available for the site under the particular consignment category.

VEHICLE TURN SYSTEM FOR OUTWARD DESPATCHES AT SHIPPING DEPT./BHEL/RANIPET.

Separate vehicle turn system will be followed at Shipping department for all fabricated items, and Collecting Electrode for each projects and each vehicle category individual rate schedule wise.

LOAD DISTRIBUTION

- 5.1.1 BHEL will allot the load through sytem, Individual rate schedule wise, based on the price bid ranking of the Carriers

Against a particular demand, if the original allottee is not placing vehicle within the stipulated time, then the same demand will be displayed as “Open Demand” to all the Carriers available in the contract, including the original allottee (duly recovering the non-placement penalty). For such open demands, allocation will be made on first come first served basis. If the original alottee lifts the same consignment in Open Demand then delay penalty charges is applicable and non-placement penalty will be waived.

- 5.1.2 **For Patratu schedule**, In each turn, L1 Bidder will get 3-additional loads (total 4-loads), L2 Bidder will be given 2-additional loads (total three loads) and L3 Bidder will be given one additional load (total Two loads). All other finalized bidders in counter offer will get the loads as per their turn.

For Bhusawal schedule In each turn L1 carrier will get two extra loads while rest of the carriers will get load as applicable in that turn.

The above extra load will be applicable even if the number of carriers are less than BHEL requirement.

If rates are identical, Indian Banks Association(IBA) seniority will be followed to arrive ranking. This ranking will be applicable for load allocation and other purposes.

- 5.1.3 However it may be noted that these additional three demands for L1, Two demands for L2 & One demand for L3, will not be given at the same instance, but with a turn (within the demand cycle) suitably spaced & given to facilitate vehicle placement. The e-mail will be suitably made for this purpose. It may be noted that if the additional demands given to L1, L2 & L3 as above are not lifted by them within the time limit given in System, those demands will be automatically goes to “Open Demand” and defaulted L1, L2 & L3 carriers cannot demand these additional loads at any point of time of the demand cycle or beyond.

6. DOOR COLLECTION AND DOOR DELIVERY FOR ALL FULL LOADS

6.1 All despatches to BHEL Ranipet Unit, Power Stations, Sites, or any Supplier Works etc., must be door delivered at the consignee addresses (supplier works, BHEL Ranipet, Sites etc.), in all Consignment Categories / All Applications / All Rate Schedules.

6.2 Ex-Godown delivery is not permitted under this Contract with BHEL or for BHEL consignments all over India for all delivery points when the booking is done by supplier or customer or BHEL or any authorized agency and shall be booked on door delivery basis only.

6.3 DOOR COLLECTION

6.3.1 The Transport Contractors are to door collect Loads from BHEL/Ranipet complex or Suppliers' Works in and around BHEL Ranipet within a radius of 40 km to any place in India as desired by the operating agency or at customer or authorized agencies such as Suppliers or any BHEL Unit or Site etc. located anywhere in India to anywhere whether the Transporter has branch or not.

DOOR DELIVERY

6.3.2 It is amplified that the Carriers will effect door-delivery in respect of **Full Loads**, without extra charge for such door-delivery. This is also applicable in the case of consignments where the despatch documents are routed through Bank and for consignment booked to Customer, Supplier or Site or any Consignee booked on door delivery basis.

6.3.3 BHEL consignments shall be booked by the approved Transporters only on door delivery basis, to the Consignee and freight payment will be made as per terms and conditions of applicable schedule and terms & conditions of the AITRC and read with the P.O terms placed by BHEL on its suppliers

7. CLUBBING AND DIVIDING OF LOAD

The consignment booked by two or more Transporters or two or more full load or certified full load consignments shall not be clubbed and transported in one vehicle and this practice is total violation of the Contract and will be suitably dealt with. The risk and cost and responsibility is totally to Carriers' account till such time the consignment is released from statutory authorities and delivered to the consignee.

8. POWER BLOCK / HEIGHT GAUGE CHARGES :-

The power block / height gauge charges at railway crossings shall be paid initially by the Transporter. The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 350 Cms. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of Head/Shipping on case to case basis.

9. TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY

9.1 TRANSIT TIME

9.1.1 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.

9.1.2 The permissible travel of vehicle per day for Full Load Consignments are given below:-

SL No	Desination	Distance (km) to be travelled per day (average)
1	Patratu	200
2	Bhusawal	200

9.1.3 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.

9.1.4 Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of Road Permit / Online permit to the Carriers

9.1.5 For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted

9.1.6 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

9.2 PENALTY FOR DELAYED DELIVERY

9.2.1 Delay in delivery beyond the above period as described above will attract a penalty of **1% of the freight per day** subject to maximum of 30% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed.

However, in deserving cases, competent authority of BHEL shall have the powers to waive the penalty on case to case basis. **In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.**

9.2.2 If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the respective Manager / Commercial at Ranipet will be the basis for calculation of penalty.

9.2.3 Frequent delays beyond the stipulated time by any carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.

9.2.3.1 In case of consignments booked on self-basis, delivery against consignee copy etc., penalty is not leviable.

9.2.3.2 Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.

PENALTY FOR NON PLACEMENT OF VEHICLES

Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/ Site Office, the vehicles will have to be placed by the Transporter within stipulated period given below:-

Destination	BHEL Ranipet & sub vendor works 40 km radius
Patratu	36 hrs.
Bhusawal	36 hrs.

However the Carriers have to accept the demand within 24/44 Hrs but vehicles can be placed as per the above time schedule.

For Open Demands, the notice time is reduced half of the above time, since if the vehicle is readily available only, the carriers has to pick the open demands.

For non-placement of vehicles within stipulated period the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles and the details of penalty is furnished below:-

Category	Penalty Charges per day/vehicle (in Rs)
Patratu	3,000/-
Bhusawal	3,000/-

9.2.4 The above penalty will be applicable for open demand cases also.

9.2.5 If the original allottee lifts the same consignment in Open Demand then delay penalty charges only applicable and non-placement penalty will be waived.

10. TRANSHIPMENT AND PENALTY

10.1.1 BHEL expect a full load / certified full load consignments to be transported in the same vehicles without transshipment en route.

10.1.2 Delay penalty will not be waived in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers

10.1.3 For other categories of vehicles, if transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT OR SHIPPING in advance and obtain prior permission from BHEL Executives, not below the rank of SR.MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise.

10.1.4 If consignments are transshipped without prior permission a token penalty of 10 % of the freight amount involved, will be levied.

10.1.5 But when vehicles are chartered with the specific condition of transportation without transshipment en route, it should be ensured as such and no transshipment will be permitted. To this effect, suitable endorsement on the Lorry Way Bill shall be made by the Consignor at the time of booking. Even in such cases, if transshipment is carried out without valid reason, such acts will be considered as violation of Contract condition.

11. DETENTION CHARGES

Detention charges shall be paid extra if the vehicles are not loaded in time.

11.1 Eligibility for Detention Charges

11.1.1 Detention at Shipping, BHEL Ranipet: Within 48 Hrs from the time of reporting, the vehicle should be released. 3rd day onwards detention will apply.

Within 72Hrs from the time of reporting, the vehicle should be released. 4th day onwards detention will apply as given below.

Detention at en-route:- If vehicle is detained en-route / check posts for want of Road Permit Form, Noncompliance of dispatch documents by BHEL etc., i.e. if detention is attributable to BHEL or Site, detention charges are payable on certification by an executive of Commercial / end user not

below the rank of DGM (based on the documentary evidence such as GPS report, toll receipts, email from the Transport Carrier etc.).

Free Period for Detention Charges

11.1.2 Date of reporting of vehicle at loading point and the date of release of vehicle with load at loading point security gate will be excluded for payment of detention charges at loading point.

11.1.3 Date of reporting of vehicle at unloading point with load and the date of release of vehicle at unloading point security gate after unloading will be excluded for payment of detention charges at unloading point.

11.1.4 Detention charges shall be paid on certification of an Executive not below the rank of **DGM of user agencies** (Shipping / MM etc.) in case of detention at BHEL, Ranipet and Harbour & CFSs of Chennai.

11.1.5 Detention at Site shall be paid based on the Gate Entry at Site / Any site personnel - with signature & official seal. In case official seal is not provided by the certifying person at site / if further clarity and confirmation required on the certification by DGM of Commercial / end user is required for payment of detention charges.

“ In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site, then the date of arrival of vehicle at Site, as certified by BHEL Commercial executive, not below the rank of DGM (based on the documentary evidence such as GPS report, email from the Transport Carrier etc.,) will be considered as the “Site IN entry” date for payment of detention Charges”.

11.1.6 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Shipping / Stores / Harbour & CFS and Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.

11.1.7 Detention beyond 30 days shall be considered after necessary approval from AGM / Commercial or user department.

11.1.8 However, no detention charges will be payable if the vehicles report on Sundays & General Holidays.

12. BILLS & PAYMENT

12.1 Dimensions of the Consignments for freight payment

12.1.1 Only the actual dimensions of the consignment lifted (as indicated in PGMA, GMS, DC & Invoice by Subcontractor etc.,) shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Carrier. Any bill without these actual dimensions will not be passed for payment and returned to Carrier.

12.2 Weight of the Consignments for freight payment

If the consignment weight is within 1MT above GMS weight, no extra payment will be admissible for extra load of that consignment. If the weight of consignments is beyond 1MT above the GMS weight, same instances has to be brought to the notice to shipping department by the carrier before sending the vehicle out. In such cases, Shipping will involve respective Engineering for verification of actual weight for correction in the system or unload the vehicle. The vehicle will be allowed to pass the gate only after certification of such extra weight by Shipping & Engineering. In case the actual weight of the consignment is found less than the GMS weight the payment will be based on actual weight only.

Distance for freight payment

12.2.1 The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).

12.2.2 BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.

12.2.3 Wherever the particular station is not exhibited in the system of BHEL Ranipet, the distance shall be calculated as per the order of priority as specified below:

12.2.3.1 Road map of India prepared by the Survey of India.

12.2.3.2 Maps.yahoo.com (website)

12.2.3.3 Maps.google.com (website)

12.3 Time of Submission of freight bills

Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. This is not applicable for despatches where payment is through Bank. However, BHEL will not honour such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL. **Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of DGM / Commercial / Shipping / MM concerned.**

12.4 Mode of Payment

12.4.1 All payments to be made to the Transporter, shall be through NEFT(National Electronic Fund Transfer / RTGS(Real Time Gross Settlement) within reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement. The transporter has to submit NEFT form enclosed in this tender signed by authorized signatory of the transporter and duly certified by Banker with seal.

12.4.2 Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say one month, after receipt of the bill along with consignee's acknowledgement.

12.5 BHEL will deduct income tax at source at the applicable rates if the transporter is owning 10 or more vehicles and issue necessary TDS certificate. For this purpose the transporter has to submit affidavit as given in Annexure EIX duly notarized

13. MOTOR VEHICLE ACT

As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act shall be payable. If any of the issues has not been dealt specifically in any schedule then the same will be decided in line with the provisions of other schedules/terms and conditions dealing with the same issue.

14. LOADING AND UNLOADING

Loading and unloading is the responsibility of Consignor or Consignee at BHEL / Vendors / Sub-Contractors/ Sites will be taken care of by the respective Agency.

Normally no handling or transshipment is permitted enroute. However, loading and unloading at other intermediate places due to transshipment will be the responsibility of the Carriers and no claim on this account will be entertained by BHEL.

Handling and transshipment shall be done at the authorized transshipment center with due permission of BHEL agency concerned. Unauthorized Handling and transshipment will be viewed seriously and severely dealt with.

14.1.1 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.

14.1.2 The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.

14.1.3 Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.

14.1.4 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.

14.1.5 Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.

14.1.6 All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.

14.1.7 Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety

14.2 ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE:

The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.

14.3 PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:

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

- 14.3.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 14.3.2 That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL.
- 14.3.3 To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments. This is applicable for Consignment Categories 5 & 6.

- 14.3.4 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.
- 14.3.5 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
- 14.3.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

SAFETY OF CONSIGNMENT

The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.

14.3.1 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.

14.3.2 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

14.3.3 Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and delivery at any such points.

14.3.4 Transporter shall NOT auction the material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.

14.3.5 Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material shall be rebooked to the Consignor, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

15. STATUTORY OBLIGATIONS OF TRANSPORTER:

15.1 The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.

15.2 The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.

15.3 The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

15.4 Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Transporters; the Transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

16. JOURNEY MANAGEMENT

16.1 The Bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall e-mail/phone status of items to **BHEL on daily basis** .

16.2 Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the Contract period.

16.3 Notwithstanding the above, BHEL will exercise their right to accept or reject any particular offer or part of the offer or part of any particular schedule without assigning any reasons thereof.

17. ROUTE, SURVEY, PERMIT etc.

17.1 ROUTE

17.1.1 All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.

17.1.2 Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency or SHIPPING and authorized.

17.2 ROAD SURVEY

It is the responsibility of the Carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.

17.3 PERMIT

- i. In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the statutory authorities concerned for transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of Transport Carrier. The Carrier shall take care of all the necessary formalities/clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.
- ii) The Transporter shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the Carrier's vehicle / consignment, the Carrier alone shall be liable for its indemnification.
- iii) The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost. If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL.
- iv) All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

LASHING OF THE CONSIGNMENTS

Instructions for loading and lashing of consignments for transportation

17.3.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter

17.3.2. The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required

17.3.3 All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.

17.3.4 Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged.

17.3.5 Every component loaded in the trailer / truck shall be tied to the truck base firmly. No welding/ tack welding of components to the base should be done.

17.3.6 The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.

17.3.7 Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.

- 17.3.8 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- 17.3.9 When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
- 17.3.10 The loading of multiple components one over the other shall not be done.
- 17.3.11 Soft rubber pads shall be used to lash on the product metal surface
- 17.3.12 In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
- 17.3.13 In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
- 17.3.14 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 17.3.15 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
- 17.3.16 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- 17.3.17 Components loaded in the vehicle should not be unloaded and stored in any other premises/ in the yards of the Transporter.
- 17.3.18 The components, if found incompletely painted or having paint damage, the same shall be informed to Shipping before the components are loaded.
- 17.3.19 The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.

18. PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION

- 18.1 Transporters shall bring along with trailer 2.6 to 3 Mtr. length – 3 to 4 inch. Cross section square wooden supports– minimum 3 pcs for Double axle and 4 for triple axle and one such support for every 10 feet for length ODC trailer.
- 18.2 The side supports to prevent falling of consignment such as Pipes, Rod, Flat, etc. is also the scope of Transporter. However, special supports if any over and above, shall be provided by BHEL for ODC.

19. INSURANCE COVERAGE AND CLAIM

19.1 Insurance

Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.

19.1.1 The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended up to date.

19.1.1.1 Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.

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

19.2 Damage / Loss

19.2.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or SHIPPING within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or SHIPPING, as applicable).

19.2.2 On receipt of this information, BHEL Ranipet (Shipping/ Stores) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Shipping / Stores so that further action will follow.

19.2.3 In case Commercial cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Carriers and Shipping shall process the bills accordingly.

19.3 Open Delivery

In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.

19.4 Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility.

19.4.1 Shipping / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done inline with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.

19.5 Accidents

19.5.1 All accidents at any point shall be reported to agency concerned and SHIPPING in writing through mail immediately within two days followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

19.5.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or SHIPPING as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and SHIPPING for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters

19.5.3 The freight payment upto the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters. This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.

19.6 Return freight payment for transporting the damaged consignment back to Ranipet after BHEL QC Clearance.

19.6.1 In case of transporting the damaged cargo (due to accident, mishap etc.) back to Ranipet after insurance survey and BHEL QC clearance for returning such consignments to Ranipet, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters

In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.

20. SECURITY DEPOSIT

The successful Tenderers shall furnish Security Deposit in any one of the following modes within 15 days from the date of Letter of Intent. The Security Deposit shall be furnished by the successful Tenderers before commencement of work by them:-

The security deposit shall not carry any interest.

20.1 Security Deposit Amount

5% of the contract value.

As this is rate contract and quantum of business could not be assessed in the beginning, the successful tenderer's EMD amount will be converted as security deposit. E.g. The equivalent business value for Rs.2.0 lakhs is Rs.40 lakhs. Till the business value reached Rs.40 lakhs no recovery will be made toward security deposit.. After reaching Rs.40 lakhs, 5% will be recovered from the running bills. In addition to the above one time Bank guarantee/FDR is accepted for the assumed business value.

20.2 Mode of Remittance of Security Deposit

20.2.1 Cash (as permissible under the Income Tax Act)

20.2.2 Pay Order, Demand Draft in favour of BHEL.

20.2.3 Local cheques of scheduled banks, subject to realization.

20.2.4 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

20.2.5 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

20.2.6 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.

20.2.7 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

20.2.8 Acceptance of Security Deposit against Sl. No. (25.2.4) and (25.2.6) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL

shall not be liable or responsible in any manner for the collection of interest or renewal of the Documents or in any other matter connection therewith.

20.2.9 EMD of the successful Tenderer will be converted and adjusted against the Security Deposit

20.3 Refund of Security Deposit

20.3.1 The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL within one month.

20.3.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

21. GOODS CONSIGNMENT NOTE & EXCISE INVOICE:-

21.1 GC / LR / LWB

21.1.1 G.C. Note issued should bear **printed serial numbers** with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.

21.1.2 The Company takes a very serious view of issue of G.Cs. issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action.

21.1.3 Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.

21.1.4 The G.C Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C.Note.

21.1.5 More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.

21.1.6 The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL / SHIPPING and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.

21.1.7 The Carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the Transport Carrier and view the above as the violation of the Contract.

21.2 EXCISE INVOICE

21.2.1 Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from

the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.

21.2.2 In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.

21.2.3 In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.

21.3 DELIVERY AGAINST CONSIGNEE COPY

Except despatches of consignments where payment is through Bank and delivery against Consignee Copy, in all other cases, the booking of the consignment should be essentially on door delivery basis only. The Carrier taking the booking from Supplier, Sub-Contractor, Customer etc., should ensure that the LR shows door delivery. If this is not ensured by Carrier, as it is their responsibility, any extra expenditure on this wrong booking by the Carrier, will be automatically deducted while passing the bill itself. On account of this wrong booking against the terms of the Contract, the Carrier is not entitled to claim delay penalty and the same will not be allowed.

22. DESPATCH & ENROUTE DOCUMENTS

22.1 Despatch Documents

22.1.1 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL/ Ranipet or to any consignee without any written permission from SHIPPING or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.

22.1.2 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers

22.1.3 The Transport Carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial, SM/ SHIPPING by the Transport Carrier concerned.

22.1.4 Wherever FORM 31 is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to `25,000/- perform as on date.

22.1.5 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

22.2 En-route Documents

22.2.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents.

22.2.2 Any detention on this account will be the Carriers responsibility.

22.2.3 If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.

22.2.4 The Carriers should also collect at the time of booking, all the documents required such as forwarding notes/challans with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.

22.2.5. While passing through States other than destination State, the transporter has to ensure that necessary entry is made in the first check post and last check post of the State in order to avoid any sales tax liability for BHEL. If this is not complied with any sales tax implication to BHEL will be recovered from the transporter's bills.

23. VEHICLE MONITORING

Monitoring of BHEL consignment should be made by the Carriers through online web based system by means of GPS from booking till delivery of the consignment wherever required / advised by BHEL, and the cost thereon to be borne by the Carriers only.

In case, the System is not made available by the Carrier, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Carrier. If repeated failures are noticed, a fine of 5% of freight payment will be deducted from freight bill.

Wherever insisted by BHEL, the GPS instrument has to be provided by the Contractors at their cost and risk in all the vehicles which carries the consignments. The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle en route, additional penalty of 2 % of the bill value shall be levied. In case of repeated detachment of GPS instrument, it will be viewed very seriously and reflect on the performance of the Carrier and suitable action will be initiated thereafter.

24. EMS, SECURITY AND SAFETY REGULATIONS

Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of Transporter.

25. ESCORT FOR CONSIGNMENTS

Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.

26. PERFORMANCE MONITORING AND EVALUATION

26.1 The performance of the Transport Carrier shall be monitored quarterly.

26.2 Performance Evaluation of the Carriers will be based on the following Factors

SL No	Mark against individual demand	Minimum Criteria	% of Impact on total performance
Number of vehicles placed against number of vehicles demanded	One positive mark will be given for placement of vehicle. One negative mark will be given for non-placement of vehicle. Also one negative mark will be given for each day of suspension in system	Minimum 60% of marks is mandatory.	75%
Delivery in time	One positive mark will be given for timely delivery. One negative mark will be given for delayed delivery.	Minimum 60% of marks is mandatory.	15%
Transshipment enroute	One positive mark will be given for non-transshipment. Two negative mark will be given for transshipment enroute. Negative mark is not applicable for Consignment Categories 1 to 4.	Minimum 60% of marks is mandatory.	5%
Feeding of daily report in system	One positive mark will be given for feeding of daily report in system. Two negative mark will be given for non-feeding of daily report.	Minimum 60% of marks is mandatory.	5%

According to the above points & weightage, total score will be arrived at. If the average performance rating is less than 60 %, then the severe action will be initiated on such carriers, viz, Business Hold & De-Listing etc., of carriers as per BHEL's procedure & guidelines. Also the top 3 best performers will be awarded with Certification / Memento etc., as per BHEL's practice.

INDEMNITY:

26.2.1 The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.

26.2.2 The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.

26.2.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-

26.2.3.1 Observance of Labour & Industrial Laws.

26.2.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.

26.2.3.3 Documentary compliance relating to freight billing.

26.2.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

27. ARBITRATION

27.1.1 All disputes between the Transporter and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, Ranipet in his sole discretion. There shall be no objection to any such appointment (i) that the arbitrator so appointed is

an employee of BHEL, (ii) that he had to deal with the matters to which the contract relates and (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.

27.1.2 In case, the arbitrator so appointed is transferred or vacates his office or neglects or refuses to act or is unable to act for any reason whatsoever or dies, the Head of unit concerned at BHEL Ranipet, shall have power to appoint another person to act as arbitrator in his place. Such person shall be entitled in his discretion to proceed with the reference from the stage at which it was left by his predecessor or from any earlier stage considered proper by him. No person other than the one appointed to be arbitrator as aforesaid shall act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all. The arbitrator shall have the power to extend time, from time to time, with the consent of the parties, for conducting the arbitration proceedings and making and publishing his award.

27.1.3 The decision of the arbitrator shall be final and binding on both the parties.

27.1.4 The arbitration proceedings will be held at BHEL Ranipet or at such other place as the arbitrator may direct. Work under the contract shall be continued during the arbitration proceedings unless otherwise directed in writing by BHEL.

JURISDICTION

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Ranipet, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, above Arbitration Clause.

RIGHTS

- a. BHEL may enter into parallel Contract simultaneously other than AITRC with any number of Transporters as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules / consignment categories.
- b. In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- c. All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition BHEL, Ranipet has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.
- d. The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However hiring of vehicles and services from other agencies/ Transporters is permitted.
- e. No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters
- f. The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation

- g. It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
 - h. BHEL has the right to verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the Transporters In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.
 - i. It may be noted that the despatches of all outbound materials from Ranipet and all inbound materials from various places to Ranipet, despatches from Chennai Port/ CFS to Ranipet, and Chennai Port / CFS to other places in India are more or less of continuous basis.
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Ref: 9890064E dt.03.03.2020

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1 GENERAL TERMS:-

1.1 Definitions

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

- 1.1.1 The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.1.2 The "**Work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- 1.1.3 The "**Contractor / Carrier / Transport Carrier**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- 1.1.4 "The **Officer-In charge**" means, the Officer deputed by BHEL, to supervise the work or part of the work.
- 1.1.5 "**Approved**" and "**Directed**" means, the approval or direction of BHEL authorized person, or person deputed by him for the particular purposes.
- 1.1.6 "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/SHIPPING authorised to invite tenders and enter into contract for works on behalf of the Company.
- 1.1.7 The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- 1.1.8 A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.1.9 A "**day**" means, the day of 24 hours (Twenty Four) irrespective of the number of hours worked or not worked in that day.
- 1.1.10 A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

GENERAL CONDITIONS :-

The heading to these conditions shall not affect the interpretations thereof.

1.2 Work to be carried out:-

The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

1.3 Deviations:-

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

1.4 Other Duties:-

All charges on account of Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

1.5 Plant and Equipment:-

The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

1.6 Assignment of Transfer of Contract:-

The Contractor shall not assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor.

SUB-CONTRACT:- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

1.7 Compliance to regulations and by-laws:-

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

1.8 Security Deposit:-

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

1.9 Refund of Security Deposit:-

The Security Deposit mentioned above may be refunded to the Contractor within 30 days on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE" and "NO DUE CERTIFICATE" issued by BHEL.

1.10 Orders under the Contract:-

All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

1.11 Contractor's Supervision:-

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/WCM, to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICER-INCHARGE, to receive instructions.

The AGM/WCM, shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

1.12 Labour:-

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

1.13 Precautions against Risk:-

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

1.14 Damage & Loss to Private Property & Injury to Workmen:-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/WCM, and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution

or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

1.15 Laws governing the Contract:-

The contract shall be governed by the Indian Laws for time being in force.

1.16 Cancellation of Contract for Corrupt Acts:-

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:-

- 1.16.1 Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

1.17 Cancellation of contract for insolvency assignment of transfer or sub-letting of contract:-

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- 1.17.1 being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

1.17.2 Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by AGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM, or the same shall be recovered from the Contractor by other means.

1.17.3 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM, whose decision shall be final and conclusive.

1.18 Cancellation of contract in part of full for contractor's default:

If the Contractor:

makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM, or his authorised representative ;

OR

fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;

1.18.1 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/WCM, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

1.18.2 In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM, whose decision shall be final and conclusive.

1.19 Termination of Contract on Death of Contractor. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

1.20 Special Power to Termination:-

1.20.1 If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/WCM, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

1.21 Submission of Bills by Contractor:-

- 1.21.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time.
- 1.21.2 For BHEL Outbound despatches "Time Chart – indicating passing weight" shall be enclosed along with freight bills. In this case "Transport Coordination" has to check RC book weight carrying capacity and ensure over-loading is not done to avoid any unwanted issues during transportation from the statutory authorities etc.. For other than Ranipet outbound despatches, Copy of RC Book shall be enclosed along with freight bills. Deviation from the items provided in the contract documents.
- 1.21.3 Extra items / new items of work.
- 1.21.4 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

1.22 Recovery from Contractor:-

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

1.23 Post Technical Audit of Work and Bills:-

BHEL may carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

1.24 Force Majeure Clause:-

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.

1.25 Signing of Contract:-

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

Statutory Requirements: All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

- 1.25.1 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 1.25.2 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 1.25.3 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 1.25.4 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

1.26 Registers & Records:-

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

1.27 Remote Transactions:-

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

1.28 Change in Constitution of Firm:-

Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the Firm does not inform the change in the constitution of the Firm, BHEL will initiate appropriate action including suspending or terminating the Contract.

1.29 Lien of Consignments:-

The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

1.30 Employer Interests:-

Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

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SAFETY CONDITIONS

1 General

- 1.1** Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
- a.** The lights on right side(i.e.) over driver's cabin should be in working condition.
 - b.** Both the head lights as well as park lamps must be in working condition.

2. Handling of Vehicles inside BHEL Ranipet

- a.** The vehicle should not travel at more than 20 kmph in BHEL premises.
- b.** The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- c.** Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- d.** The driving should be kept in the left at all places.
- e.** The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- f.** No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
- g.** The vehicle should pass only through approved routes. Short cuts are forbidden.
- h.** There must be a safe distance behind another moving truck.
- i.** The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

3. Shipping

- a.** Strong side supports should be provided on both sides of the vehicle if required. The side supports if any should be fixed in such a way that it cannot be removed even temporarily.
- b.** Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- c.** The stacking of loads on the axles should be evenly placed. The load should not be heaped together or dumped over the chassis.
- d.** The load on the axles should not be beyond its standard capacity. The carrying capacity must be clearly marked on the vehicle also.

- e.** The loaded materials should be fastened tightly with wire rope and padding arrangement to avoid metal to metal contact. Coil rope should not at all be used.
- f.** There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
- g.** There must be minimum two fastening and it should be more in case of lengthier loads.
- h.** There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- i.** While loading/unloading proper slinging practice should be followed.
- j.** The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
- k.** When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

ANNEXURE-EVII

Ref: 9890064E dt.03.03.2020

6.0 Activities

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SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113,114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL Rate Contract for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material. .	Vehicle Owner / Transporter
16	Review of accidents/damages to materials	Shipping/Stores
17	Report to the concerned for taking corrective action	Shipping/Stores

*



01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	i. BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL
Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

PLACE:

(Manager / Officer's

DATE:

Signature Under Bank stamp)

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SPECIAL INSTRUCTIONS

The General terms & conditions, Special Terms & Conditions of the Contract shall be applicable to the extent that the conditions therein do not supersede these special instructions given below.

01. Keeping in view the difficulties in road transportation of heavy industrial goods, the Transport Carriers/ Fleet Owners who would like to participate in the AITRC for road transportation are required to comply with the following Acts / Rules and the Acts/Rules implemented / to be implemented by the Govt. of India regarding road transportation as amended up-to-date
 - (a) **Motor Vehicles Act, 1988**
 - (b) **Central Motor vehicles Rules, 1989**
 - (c) **Other Central Rules, Notifications**
 - (d) **Tamil Nadu Motor Vehicle Rules, 1989**
 - (e) **Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules, 1989**
 - (f) **Tamil Nadu State Transport Appellate Tribunal Rules, 1989**
 - (g) **Tamil Nadu Motor Vehicles Taxation Act, Rules and Notes of Cases**
 - (h) **Road Transport Corporations Act, 1950**
 - (i) **Carriage by Road Act, 2007**
02. 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 Carriage by Road Act, 2007
03. The Transport Carriers / Fleet owners in case of award of Contract will also ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
04. Transport Carriers/Fleet Owners who wish to participate in the Tender for the purpose of entering into a Rate Contract, in case of Award of Contract, will ensure that overloading of vehicles is absolutely stopped.
05. The Transport Carriers/Fleet Owners, in case of Award of Contract will ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.
06. It has to be noted that if the vehicles deployed for transportation of heavy goods are certified and in good condition and if over loading is stopped, there is no reason for transit delays, brake down or accident.
07. In the Enlistment Process, the minimum eligibility criteria have been prescribed for technical qualification only. However, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL.
08. BHEL expects the Transport Carriers, in case of Award of Contract, to improve their own fleet strength, in due course, so that their dependency on market vehicles will get reduced.
09. Non availability of Branch/Franchise office will not form the criteria for non-lifting of any Consignment. Even, in case where the Bidder does not have his branch office or delivery points, all consignments shall be accepted for transportation and delivered at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and deliver at any such points.

10. The Bidder is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Bidder.
11. BHEL will have the right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act or and RTA Rules.
12. The Transporter shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Transporter. BHEL, Trichy is not responsible for any injuries to the Transporter's personnel inside the company premises.
13. In case of Award of Contract, BHEL would not entertain reasons such as paucity of vehicles or unviable rates, market conditions or any other extraneous causes etc., for nonperformance against the Rate Contract.
14. It may please be noted that merely getting enlisted based on the eligibility criteria does not automatically entail the Transport Carrier to be considered in all segments of business/applications. It would be the prerogative of BHEL to enlist only as many number of Transport Carriers as may be required, for a particular category/segment based on the requirements / and Tender Conditions. BHEL will have the right to restrict the number of Transport Carriers in the Contract / delist in case of non-performance/Cancel Rate Schedules etc.
15. The Transport Carriers/Fleet Owners who wish to participate have to go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted/vitiated. Those who wish to participate may choose to quote for a particular category or vehicle or for a particular segment of business/application (within a category) as per the guidelines issued on the subject in the Tender.
16. In case of Award of Contract, BHEL will critically look at the performance of the Transport Carriers, by their prompt response and safety in transportation. If the Transport Carrier fails to perform to the satisfaction of BHEL or fails to fulfill/comply with the performance evaluation criteria, the Security Deposit will not be refunded/BG will be en-cashed.

NUMBER OF CARRIERS REQUIRED PER EACH SCHEDULE**a. The number of Carriers required in each schedule for operation is given below:-**

Region	No of carriers
Patratu	10
Bhusawal	5

b. BHEL will not consider 20% of the technically qualified Carriers starting from H1 in each Rate schedule for award of Contract if the response is more than 20 nos..

c. BHEL will not consider 10% of the technically qualified Carriers starting from H1 in each Rate schedule for award of Contract if the response is less than 20 nos..

d. Excluding 10%/20% bidders, starting from H1, if the balance number of technically qualified Carriers of a rate schedule is more than the required number of Carriers, then BHEL will restrict the number of Carriers, in line with the maximum number of carriers required.

e. Also, excluding 10%/20% bidders, starting from H1, if the number of technically qualified Carriers of a rate schedule is less than the required number of Carriers, then BHEL will proceed with the available Carriers in the particular rate schedule.

f. If the required number of Carriers is not met with, BHEL reserves the right to engage additional carriers by any means based on operational requirements.

g. COUNTER OFFER**a.Counter Offer**

i.BHEL may order on more than one Bidder, in any of the rate schedules, at the lowest acceptable price to BHEL by counter offering the acceptable price of BHEL to other Bidders

ii.Individual Rate Schedule wise counter offer will be given, till the required number of Bidder accept the counter offer.

iii.The above will be applicable for all consignment categories. Rate Schedules / Consignment categories will not be clubbed for counter offer.

iv.Only the Bidder who have accepted the counter offer given, will be considered for award of Contract.

h. In case enlisted Carriers are not sufficient to meet our demand requirements for any particular application, to the extent of demand which is not met by the existing accepted carriers, BHEL may decide to go for alternate action like re-tendering etc., inclusive of enhancing the qualification criteria as deemed fit in the interest of ensuring dispatches to the power project sites on time. Accordingly Carriers may ensure acceptance of counter offered rates.

i. SIGNING THE TENDER

- i. The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/Bidder-concerned authorized/empowered, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting Tender and all procedures connected with, till finalization and execution of the Contract.
- ii. In case of Single Ownership / Proprietorship establishment, the Tender shall be signed by the Owner / Proprietor Only. For this purpose, relevant documentary proof such as Auditor's Letter / Company Registration Documents etc., for proof of Ownership / Proprietorship shall be enclosed.
- iii. In case of a Company, relevant extracts of AOA and /or MOA and /or copies of Board resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.
- iv. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Transporter authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- v. A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the Tender.**
- vi. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the Bidder concerned.

QUOTING

Quoting Option

- vii. Only the Carrier who have been applied for a particular Consignment Category will be eligible for quoting against that particular Consignment Category.
- viii. The carriers who applied for a particular Consignment category may choose to quote any of the rate schedules within the particular Consignment category.

b. Quoting best lowest rate and the sanctity of the L1 status.

- i. Quoting the lowest best rate is a must against this Tender. However, Transporters are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if any such Transporter who have quoted/accepted the lowest rate, do not place the vehicle as per BHEL's requirement against demands or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against those Transporters.

j. METHOD OF EVALUATION OF PRICES

a. Price Bid Opening

- i. BHEL will finalize the rates through paper price bid opening/Reverse auction. Hence Tenderers are requested to give their best prices at the first instance itself.
- ii. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

- iii. Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract, despite the price being L1 in the Tender.
- iv. In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Open Tender. **Alternatively BHEL will exercise their right to resort to refloating of the Tender either as an Open Tender, Limited Tender with required enlisted Carriers or give BHEL's acceptable rate as a counter offer to the Carriers who accept same and award Contract accordingly. This is very much essential in the light of the fact that BHEL's dispatch commitments to the Customer's and to fulfill the commitment to add power to the national grid on time.**

b. Ranking

- i. The basic rates i.e. rates for freight including all taxes, duties, charges, costs, incidentals etc., exclusive of Service tax & Octroi will be the basis for deciding the rank of the Bidder in the Rate schedules.
- ii. Individual **Rate Schedule-wise ranking** will be done. The lowest rate quoted by the Bidder will be identified as L1 Bidder and so on..
- iii. In case identical rates are quoted by more than one Bidder for a particular rate schedule, then the selection of L1 Bidder, for that rate schedule, will be on the basis of seniority of their registration with IBA i.e. senior will be given preference first and ranking will be decided accordingly.

H1 elimination

If the response is less than 20 nos., 10% H1 vendors will be eliminated in each rate schedules

If the response is more than 20 nos., 20% H1 vendors will be eliminated in each rate schedules

PROCEDURE TO SUBMIT OFFERS/TENDERS :

- c. Price Bid consisting of the following documents, shall be duly signed & stamped by the Bidder in all the pages and submitted in full, in token of the acceptance of the same.

Annexure-PI : Price Bid – Proforma

- d. The price bids shall be submitted in separate sealed covers superscribing Tender No.

All the above individual covers (if quoted) shall be kept in a **common sealed cover** superscribing name of the Bidder and Tender No.: **9890064E dt.03.03.2020**

- e. EMD of Rs.3,26,400/- (Rupees Three Lakhs Twenty-Six Thousand and Four Hundred Only) for Patratu and Rs. 60,280/- (Rupees Sixty Thousand Two hundred and eighty Only) by way of Demand Draft shall be placed in a separate cover scribing name of the Bidder and, **“EMD”**, Tender No.: **9890064E Dt.03.03.2020**,

- f. **SUBMISSION OF PRICE BID & APPLICATION**

- i. Normally Couriers / Speed Post etc., deliver the offers to BHEL every by 2.00 p.m only. No delivery is possible on Sunday. Hence the Bidders who are sending the offer by Courier / Speed Post etc., are to ensure that it is sent in such a way, it reaches the Tender box before the due date. If this is not ensured your offer become a late offer and the same will not be considered under any circumstances.

g. The bidders are requested to submit the bids duly double punched on the left middle of the papers, and tied with file tag. Bidders are also advised strictly not to submit the bids with spiral binding & hard book binding, as it will hamper the speedy evaluation of the offers.

h. Witnessing the Tender opening

i. The representative of the Bidder, who chooses to witness the Tender opening, may have to produce the Authorization Letter, as per the **enclosed Proforma-I**, before opening of the Tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the Tender.

ii. Only one representative from one Bidder will be allowed to participate in the Tender opening.

k. VALIDITY OF OFFERS :

a. The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Tender opening. If bidders indulge in withdrawal of Tender or increasing the rates, within this validity period, BHEL will be entitled to forfeit the EMD paid automatically.

l. EMD/ SUBMITTED BY THE BIDDER WILL BE FORFEITED, IF :-

i. After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.

ii. If the Tenderer does not commence the work within the period as per LOI /Contract, in case the LOI / Contract is silent in this regard, then it will be taken as -within 15 days- after award of Contract.

iii. After issuance of LOI by BHEL, if the Carrier fails to submit Security Deposit, fails to execute Contract Agreement, after award of Contract,

m. GENERAL INSTRUCTIONS

a. Quoting & signing the Tender

i. While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., excluding Service Tax and Octroi which are incidental for transit and in deploying the vehicles during the operation of Transport Contract for one year from the date of award of Contract.

ii. The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.

iii. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.

iv. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.

v. The rates shall be quoted only in the schedule attached, both in words and figures. If there is a discrepancy between word & 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.

vi. The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Enlistment Documents, Price Bids, Terms & Conditions etc.) before submitting their Tenders.

- vii. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- viii. Conditional and late Tenders, Tenders which are incomplete or otherwise considered defective with respect to Tender conditions and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original shall be rejected, outrightly, at any point of time during the tendering processing.
- ix. During the course of finalization, if the prices offered by L1 Bidders are found to be unrealistic, unworkable, illogical, absurd, gross errors with respect to BHEL's PCR, BHEL's estimate, Price Index as published by Office of the Economic Adviser- Ministry of Commerce, General Market rate prevailing, rates obtained by other BHEL Units for similar scope of AITRC, and also such act of the Carrier appear to be intentionally done with a view to sabotage/vitiate BHEL Tendering process and force BHEL to refloat the Tender, then BHEL will exercise their right to reject the offer of / remove such L1 Bidders, rate schedule wise from the respective list of Carriers and finalize the Tender with other Carriers responded & place Contract accordingly. In such case, BHEL will also demand explanation and if BHEL is not justified with explanation submitted it will be construed that they offered the rates with an ulterior motive to sabotage BHEL Tender process/ tamper Tendering procedure, affecting ordering process. In such cases, BHEL may also exercise their right to take appropriate action in line with the procedure /guidelines on suspension of Business dealings with Suppliers/ Contractors. Hence the bidders are to exercise abundant care in submitting their offer with genuineness
- x. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL WILL REJECT SUCH TENDER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- xi. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- xii. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any point of time, the Tender/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- xiii. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- xiv. The Tender schedule and the total Tender terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.
- xv. Incase BHEL find/ notice that Carriers join together, form cartel, or influence others / new Carriers to submit offers in their favor, then BHEL will exercise their right to take severe action against such Carriers including legal action & permanent blacklisting / banning of such Carriers for BHEL's Business**

CONTRACT AGREEMENT

- a. The successful Bidder whose Tender is accepted for awarding the Contract shall enter into a Contract at his cost on a valid Non-Judicial Stamp Paper of value of Rs.100/- (Rupees One Hundred only). The Bidder shall also inform all their branches, the Terms and Conditions of this Contract under intimation to BHEL, Ranipet to ensure strict compliance with the provisions of the Contract. BHEL's communication / contact point will be the local office at Ranipet. The Contract agreement shall be executed by the Carriers within 25 days from the date of issue of Contract.
- b. After award of Contract, if a Carrier fails to execute Contract Agreement, then the EMD submitted by the particular vendor will be forfeited. Also after award of contract and Execution of Contract Agreement, If the Carrier not placing the vehicles upto 2months then also the EMD / Security Deposit submitted by the particular vendor will be forfeited in addition to other Legal Proceedings / Action as per Guidelines for Suspension of Business Dealings .

Important points to be noted before submission of tender.

For Patratu schedule 10 Carriers required For Bhusawal schedule 5 Carriers required.

Collecting electrode rate schedules shall be quoted for rate per four bundles per KM.

Appx. weight of four bundles=15 to 22 MT

Collecting electrodes the rate shall be quoted inclusive of all the expenditure incurred towards penalty charges/fees levied by state governments.

Contract period will be for one year

Appx. tender value would be Rs.723.81 Lakhs

Contract will be finalized on each rate schedule wise.

If the quoted rates are identical IBA seniority will be followed.

For Patratu schedule, In each turn, L1 Bidder will get 3-additional loads (total 4-loads), L2 Bidder will be given 2-additional loads (total three loads) and L3 Bidder will be given one additional load (total Two loads). All other finalised bidders in counter offer will get the loads as per their turn.

For Bhusawal schedule In each turn L1 carrier will get two extra loads while rest of the carriers will get load as applicable in that turn.

If the response is more than 20 numbers, 20% higher rate carriers will be eliminated.

If the response is less than 20 numbers, 10% higher rate carriers will be eliminated

Diesel PVC will be applicable if the variation in diesel price is more than 5% only .

Appx. quantum of material covered in this tender is 8100 MT.

The above quantum is only indicative. This may vary during execution and contractor should not claim for any quantity variation.

Ref: 9890064E dt.03.03.2020**PRICE BID**

1. Rates shall be quoted **for four bundles per KM.**

SL	Vehicle Category	Rate in Rs for 4 Bundles/ KM
1	Transportation of 4 bundles of Collecting electrodes from BHEL Ranipet to Patratu Site, Jharkhand Length of CE bundles: 16 M Weight: 18.44 MT approx. (for 4 bundles) Each Bundle will have 30 electrodes.	
2	Transportation of 4 bundles of Collecting electrodes from BHEL Ranipet to Bhusawal site, Maharashtra. Length of CE bundles: 16.5 M Weight: 19.32 MT approx. (for 4 bundles) Each Bundle will have 30 electrodes.	

2. It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle as per Government rules and regulations.

Authorised Signatory with seal